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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. November 23, 2010

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on November 16, 2010

III. NEW BUSINESS

1. **City Council Vacancy Procedure-District III.**

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. ***PUD2010-00005 – City request to amend PUD #5, the Sunnyside Village Planned Unit Development; generally located south of Kellogg/US 54, west of Hillside Avenue. (District I)**

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

2. ***VAC2010-00028 - Request to vacate a portion of a platted drainage easement and a portion of a platted emergency access easement; generally located south of 28th Street North and east of Greenwich Road. (District II)**

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA (ITEMS 1 AND 2)

1. ***2011 Payment Standards - Section 8 Housing Choice Vouchers.**

RECOMMENDED ACTION: Approve the Payment Standards for the Section 8 Housing Choice Voucher Program to be effective on January 1, 2011 for new clients and current clients who are relocating, and as of March 1, 2011 for current clients as determined by their recertification dates.

2. ***Housing Choice Voucher Family Self-Sufficiency Grant Application.**

RECOMMENDED ACTION: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 18A)

1. Report of Board of Bids and Contracts dated November 22, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

Renewal

Norman Massey Jr

Circle Cinema

2570 South Seneca

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal

Cheryl L Gehlen

Gerardo Guzman

Rosella Tello-Rubio

2010

Annex Lounge**

La Posada Inc.*

Lalo's Express LLC*

(Consumption on Premises)

6305 East Harry

552 South Oliver

1533 South Seneca

Renewal

Jose O Vasquez

Julia Jackowski

Anon Badruddofa

2010

Super Del Centro North

Casey's General Store #2965

Red Rock LLC dba Food Mart

(Consumption off Premises)

612 West 33rd Street North

11931 West Central Avenue

1400 North Market

* General/Restaurant 50% or more gross revenue from sale of food.

** Tavern less than 50% of gross revenues from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Agreements/Contracts:

- a. Agreement with Kansas Department of Transportation for Installation of Highway Lighting at US-54 and Washington. (District I)
- b. Agreement with the Kansas Department of Transportation for Installation of Highway Lighting on I-235 at K-96 and Meridian. (District IV)
- c. Drainage and Utility Easements for Harvey's Walnut Grove Addition. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreements:

- a. Agreement for Design Services for Water, Sanitary Sewer, and Paving Improvements in Avalon Park 3rd Addition, north of 37th Street North, east of Tyler. (District V)
- b. Supplemental Agreement for Design Services for 135th Street West, between 13th Street North and 21st Street North. (District V)
- c. Supplemental Agreement for Design Services for 135th Street West, between Kellogg and Auburn Hills. (District V)
- d. Supplemental Agreement for Design Services for the 21st Street and Maize Road Intersection. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Change Order No.1: Storm Water Drain to serve an area along Maize, south of 29th Street North. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Acquisition of a Power Line Easement at the Northeast Corner 183rd Street West and 117th Street North for the Integrated Local Water Supply Plan. (County)
- b. Acquisition of a Power Line Easement at the Northwest Corner of 87th Street West and 117th Street North for the Integrated Local Water Supply Plan. (County)
- c. Partial Acquisition of 1021 West 31st Street South for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)
- d. Acquisition of Land in the 1800 Block of East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Joint Investment Committee, October 7, 2010
Wichita Public Library, September 21, 2010

RECOMMENDED ACTION: Receive and file.

10. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III and IV)

<u>Property Address</u>	<u>Council District</u>
a. 1715 North Chautauqua	I
b. 2564 South Holyoke	III
c. 1313 West 55th South	IV

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on January 4, 2011 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

11. Report on Claims for October, 2010. (See Attached)

RECOMMENDED ACTION: Receive and file.

12. Assistance to Firefighters Grant Program.

RECOMMENDED ACTION: Approve the award of the 2009 Assistance to Firefighters grant and authorize necessary signatures.

13. Regional Fire Training Facility. (District III)

RECOMMENDED ACTION: Adopt the amended bonding resolution and authorize the necessary signatures.

14. YouthBuild Grant Application.

RECOMMENDED ACTION: Approve submission of the Wichita/Sedgwick County YouthBuild Application and authorize the necessary signatures.

15. Professional Legal Services - Workers' Compensation.

RECOMMENDED ACTION: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers' compensation professional services, and authorize necessary signatures.

16. KDHE Watershed Restoration and Protection Strategy Grant Application.

RECOMMENDED ACTION: Approve the grant application, the grant award and authorize the necessary signatures.

17. Review by Alcohol Beverage Control of Alcohol License for a Drinking Establishment at 4805 East Harry.
(District II)

RECOMMENDED ACTION: Authorize the Mayor to request Alcohol Beverage Control to review the liquor license of the drinking establishment located at 4805 East Harry.

18. Second Reading Ordinances: (First Read November 16, 2010)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: PUD2010-00005 – City request to amend PUD #5, the Sunnyside Village Planned Unit Development; generally located south of Kellogg/US-54, west of Hillside Avenue. (District I)

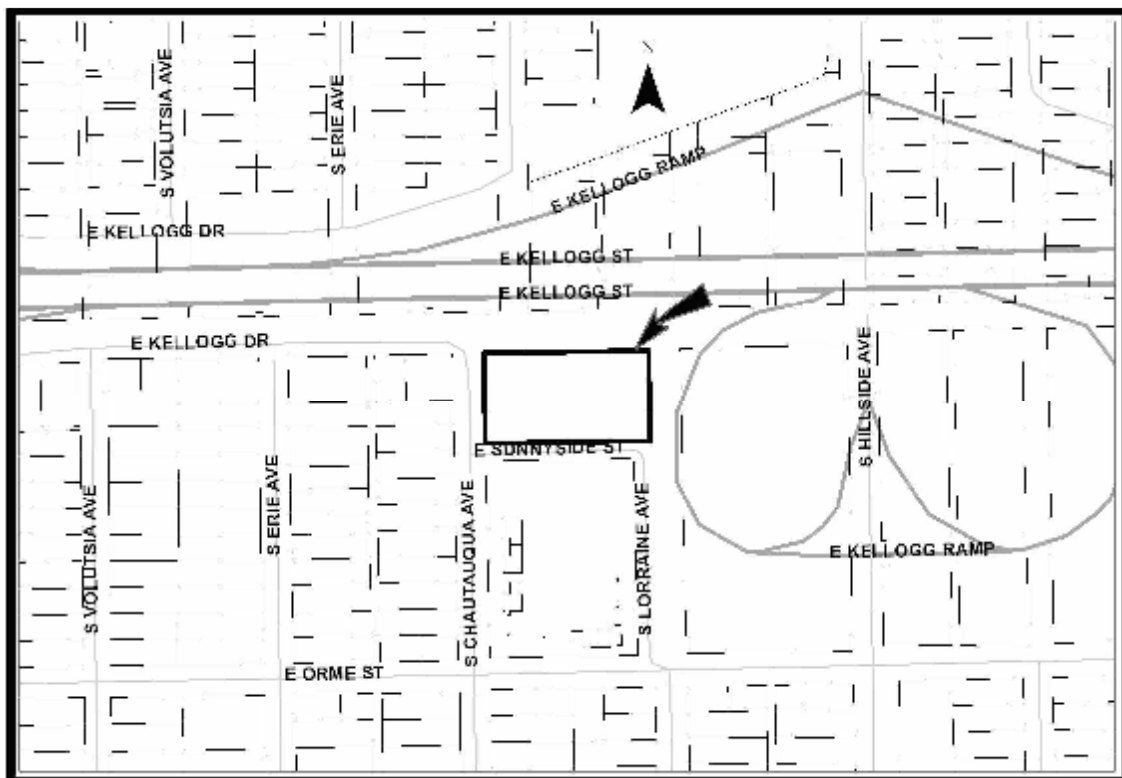
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve unanimously (13-0), with staff recommended conditions.

DAB I Recommendation: Approve unanimously, with staff recommended conditions.

MAPD Staff Recommendation: Approve, with conditions.



Background: The applicant proposes to amend General Provision #11 of PUD #5, the Sunnyside Village Planned Unit Development. Specifically, the applicant proposes to increase the permitted number of apartment units from 18 to 25 units. Eleven units will be two-bedroom apartments and 14 units will be one bedroom or efficiency/studio apartments. The applicant's site plan shows 42 parking spaces, which exceeds the required 37 parking spaces. The apartments will be contained in the current structure, a multi-story school building, built in 1917 and located on Lot 1, Sunnyside Village Addition. Provision #11 also states that as long as the school building remains, it can be used for 18 apartments, schools, office, assisted living, medical services, day care, community assembly and "other uses permitted in the TF-3 Two-family Residential ("TF-3") zoning district." If the school building is torn down, all the above uses remain, including a maximum of 18 apartment units, all subject to the standards of the TF-3 zoning district. If the school building was demolished, the 1.31-acre/57,063.6-square foot Parcel 1 (Lot 1, Sunnyside Village Addition), could be subdivided into a maximum of ten duplex lots for a total of 20 dwelling units.

The site faces Kellogg Street/US 54 on its north side, with the Kellogg and Hillside Avenue interchange abutting its east side. Parcel 2 (Lot 2, Sunnyside Village Addition) of the PUD is located south of the site and is separated by the small (32-foot right-of-way) Sunnyside Street, which allows access to the site from both Lorraine and Chautauqua Avenues; all three are local streets. Properties located south of the PUD, across Orme Street, are developed as mostly a single-family residential neighborhood (built 1930s to 1940s), with scattered duplexes, all zoned TF-3. Recently, a group of these residences located southeast of the PUD, with frontage on Orme, Lorraine and Hillside Avenues were rezoned LC Limited Commercial ("LC"); ZON2010-00022. Property adjacent to the west side of the site, across Chautauqua, facing Kellogg /US 54 are zoned LC, with the rest being zoned TF-3 (including some facing Kellogg/US 54) and a small spot of B Multi-Family Residential ("B") zoning. The LC zoned properties are developed as a dance studio, small local retail, some vacant land and a small office warehouse. The TF-3 and B zoned properties are part of the already mentioned mostly single-family residential neighborhood. The site is located on the northeast edge of this residential neighborhood. The school is currently vacant and has been occupied sporadically since it ceased being used by USD #259, sometime prior to 1998.

Analysis: At the MAPC meeting held October 21, 2010, the MAPC voted (13-0) to recommend approval of the requested amendment to PUD #5 with the following conditions:

- (1) There will be no outside expansion of the existing school building. The maximum number of apartment units in the school building will be 25.
- (2) Light poles will be a maximum of 15 feet tall, including the base. All outside lighting will have cut off features which direct light away from any abutting or adjacent properties that are in a residential zoning district.
- (3) The site shall be developed in general conformance to an approved landscape plan, prepared by a licensed architect.
- (4) The site shall be developed in general conformance to an approved site plan including solid screening and landscape buffering between the site and the adjacent residences, and solid screening with gates around all dumpster.
- (5) The site shall be developed per City Standards, subject to all permits and inspections.
- (6) If the Zoning Administrator finds that there is a violation of any of the conditions of approval of this amendment to the PUD, the Zoning Administrator with the concurrence of the Planning Director may, in addition to enforcing any remedies set forth in Article VIII of the Unified Zoning Code, declare the amendment null and void. All the other provisions of PUD #5 the Sunnyside Village Planned Unit Development will remain.

At the DAB I meeting held November 1, 2010, the DAB unanimously voted to recommend the application, noting that the parking for the apartments would be confined to the subject site, Lot 1, Sunnyside Village Addition. The applicant's site plan showed the parking for the apartments to be on the subject site, Lot 1, Sunnyside Village Addition, and the revised and approved site plan will reflect that.

There was not anyone from the public to speak against the application at the MAPC or the DAB meetings. There have not been any protests received.

Financial Considerations: None.

Goal Impact: Supports the goal to Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments:

- Ordinance
- MAPC Minutes

ORDINANCE NO. 48-909

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2010-00005

Amending General Provision #11 of PUD #5, the Sunnyside Village Planned Unit Development, to increase the permitted number of apartment units from 18 to 25 units, on property described as:

Lot 1, Parcel 1, the Sunnyside Village Addition, Wichita, Sedgwick County, Kansas; generally located South of Kellogg/US 54, west of Hillside Avenue, on the northwest corner of Sunnyside Street and Chautauqua Avenue.

SUBJECT TO THE FOLLOWING AMENDED PROVISION #11 OF PUD #5, THE SUNNYSIDE VILLAGE PLANNED UNIT DEVELOPMENT:

- (1) There will be no outside expansion of the existing school building. The maximum number of apartment units in the school building will be 25.
- (2) Light poles will be a maximum of 15 feet tall, including the base. All outside lighting will have cut off features which direct light away from any abutting or adjacent properties that are in a residential zoning district.
- (3) The site shall be developed in general conformance to an approved landscape plan, prepared by a licensed architect.
- (4) The site shall be developed in general conformance to an approved site plan including solid screening and landscape buffering between the site and the adjacent residences, and solid screening with gates around all dumpster.
- (5) The site shall be developed per City Standards, subject to all permits and inspections.
- (6) If the Zoning Administrator finds that there is a violation of any of the conditions of approval of this amendment to the PUD, the Zoning Administrator with the concurrence of the Planning Director may, in addition to enforcing any remedies set forth in Article VIII of the Unified Zoning Code, declare the amendment null and void. All the other provisions of PUD #5 the Sunnyside Village Planned Unit Development will remain.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, December 7, 2010.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE OCTOBER 21, 2010 WICHITA-SEDGWICK
COUNTY METROPOLITAN AREA PLANNING COMMISSION**

Case No.: PUD2010-05 - Tom George (owner/applicant) request to amend the number of apartment units allowed PUD Planned Unit Development (“PUD”) on property described as;

Lot 1, Sunnyside Village Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant proposes to amend General Provision #11 of PUD #5, the Sunnyside Village Planned Unit Development. Specifically the applicant proposes to increase the permitted number of apartment units from 18 to 25 units. Eleven units will be two-bedroom apartments and 14 units will be one bedroom or efficiency/studio apartments. The applicant’s site plan shows 42 parking spaces, which exceeds the required 37 parking spaces. The apartments will be contained in the current structure, a multi-story school building, built 1917. Provision #11 also states that as long as the school building remains, it can be used for 18 apartments, schools, office, assisted living, medical services, day care, community assembly and “other uses permitted in the TF-3 zoning district.” If the school building is torn down all the above uses remain, including a maximum of 18 apartment units, all subject to the standards of the TF-3 zoning district. If the school building was demolished, the 1.31-acre/57,063.6-square foot Parcel 1, could subdivided into a maximum of ten duplex lots for a total of 20 dwelling units.

The site faces Kellogg Street/US 54 on its north side, with the Kellogg – Hillside Avenue interchange abutting its east side. Parcel 2 of the PUD is located south of the site, separated by the small (32-foot right-of-way) Sunnyside Street, which allows access to the site from both Lorraine and Chautauqua Avenues; all three are local streets. Properties located south of the PUD, across Orme Street, are developed as mostly a single-family residential neighborhood (built 1930s-1940s), with scattered duplexes, all zoned TF-3. Recently a group of these residences located southeast of the PUD, with frontage on Orme, Lorraine and Hillside Avenue were rezoned LC Limited Commercial (“LC”); ZON2010-00022. Property adjacent to the west side of the site, across Chautauqua, facing Kellogg /US 54 are zoned LC, with the rest being zoned TF-3 (including some facing Kellogg/US 54) and a small spot of B Multi-Family Residential (“B”) zoning. The LC zoned properties are developed as a dance studio, small local retail, some vacant land, a small office warehouse. The TF-3 and B zoned properties are part of the already mentioned mostly single-family residential neighborhood. The site is located on the northeast edge of this residential neighborhood. The school is currently vacant and has been occupied sporadically since it ceased being used by a USD 259 sometime prior to 1998.

CASE HISTORY: The property was originally platted as part of the Sunny-Side Addition, recorded with the Register of Deeds December 14, 1886. It was re-platted as the Sunnyside Village Addition, recorded with the Register of Deeds March 2, 1999. The platting was a condition of approval for the creation of PUD #5, the Sunnyside Village Planned Unit Development, approved by the City Council October 17, 1998. PUD #5, as originally presented, requested 20 apartment units on the subject site.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Kellogg Street/US 54, single-family residences, duplexes
EAST:	B	Kellogg/US 54 – Hillside Avenue interchange, cemetery
SOUTH:	PUD, TF-3, LC	Duplexes, single-family residences
WEST:	LC, TF-3	Dance studio, small local retail, vacant land, a small office warehouse, single-family residences

PUBLIC SERVICES: The site has direct access onto Chautauqua Avenue and Sunnyside Street, both local residential streets. Sunnyside has 32 feet of right-of-way and abuts only Parcels 1 (site) and 2 of PUD #5. Sunnyside intersects both Lorraine and Chautauqua Avenues, which in turn intersect with Orme Street. Orme intersects with Hillside Avenue, a block south, then a block east of the site. Orme is a local residential street. Hillside is a principal arterial. From Chautauqua, the site has access to the Kellogg/US 54 frontage road, which does not go east beyond the site, but does go west to Orme and Grove Street. All roads are paved. All normal public services are available. The site has direct access to the only pedestrian bridge over Kellogg/US 54.

CONFORMANCE TO PLANS/POLICIES: “The 2030 Wichita Functional Land Use Guide,” 2005 amendments to the *Wichita-Sedgwick County Comprehensive Plan* identifies the site as “urban residential.” Most of the approved uses for PUD #5, the Sunnyside Village Planned Unit Development, specifically duplexes, apartments, schools, assisted living, and play grounds are listed in the urban residential category. The PUD’s other uses, medical services, day care, community assembly, swimming pool, community center, club house, open space and “other uses permitted in the TF-3 zoning district,” either support/are accessory to the residential development on the PUD or could be developed in the adjacent, western LC zoned properties, but as non retail uses. The PUD exhibits the flexibility to integrate into the mostly TF-3 zoned neighborhood of single-family residences, duplexes and the small cluster of LC zoned dance studio, small local retail, and a small office warehouse facing Kellogg/US 54.

The Comprehensive Plan’s “Residential Locational Guidelines” for medium and high density residential development, apartments, states that such uses should be directly accessible to arterial or collector streets in order to avoid high traffic volumes in lower density residential neighborhoods. The site has no direct access to an arterial or a collector street, however at its most obtrusive traffic to and from the site would go a block north and then a block east through the residential neighborhood before it empties onto Hillside, a major arterial.

As it was approved the 18 apartment’s residential density averages out to around 14 units per acre, which is less than the Unified Zoning Code’s (UZC) multi-family residential zoning districts.

The applicant was advised that an application for an Administrative Adjustment to the PUD would allow consideration for a 10% increase in Parcel 1’s residential density, resulting in an increase from 18 units to 20 units; UZC Sec. V-C, 14b

RECOMMENDATION: There have been calls inquiring about the applicant's ability to convert the school into 25 apartment units, as well as concerns about the traffic generated by the proposed increase in density. The applicant was advised that the density could be increased from 18 units to 20 units by an Administrative Adjustment, but feels the additional density is needed for the site to work for them. The site has no direct access to an arterial or a collector street, however, at its most obtrusive traffic to and from the site would go a block north and then a block east through the residential neighborhood before it empties onto Hillside, a major arterial. Based on these comments and information available prior to the public hearing, Staff recommends APPROVAL subject to the following conditions:

- (1) There will be no outside expansion onto the existing school building. The maximum number of apartment units in the school building will be 25.
- (2) Light poles will be a maximum of 15 feet tall, including the base. All outside lighting will have cut off features which direct light away from any abutting or adjacent properties that are in a residential zoning district.
- (3) The site shall be developed in general conformance to an approved landscape plan, prepared by a licensed landscape architect.
- (4) The site shall be developed in general conformance to an approved site plan including solid screening and landscape buffering between the site and the adjacent residences, and solid screening with gates around all dumpsters.
- (5) The site shall be developed per City Standards, subject to all permits and inspections.
- (6) If the Zoning Administrator finds that there is a violation of any of the conditions of approval of this Conditional Use, the Zoning Administrator with the concurrence of the Planning Director may, in addition to enforcing any remedies set forth in Article VIII of the Unified Zoning Code, declare the Conditional Use null and void. All the other provisions of PUD #5 the Sunnyside Village Planned Unit Development will remain.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site faces Kellogg Street/US 54 on its north side, with the Kellogg – Hillside Avenue interchange abutting its east side. Parcel 2 of the PUD is located south of the site, separated by the small (32-foot right-of-way) Sunnyside Street, which allows access to the site from both Lorraine and Chautauqua Avenues; all three are local streets. Properties located south of the PUD, across Orme Street, are developed as mostly a single-family residential neighborhood (built 1930s-1940s), with scattered duplexes, all zoned TF-3. Recently a group of these residences located southeast of the PUD, with frontage on Orme, Lorraine and Hillside Avenue were rezoned LC Limited Commercial ("LC"); ZON2010-00022. Property adjacent to the west side of the site, across Chautauqua, facing Kellogg /US 54 are zoned LC, with the rest being zoned TF-3 (including some facing Kellogg/US 54) and a small spot of B Multi-Family Residential ("B") zoning. The LC zoned properties are developed as a dance studio, small local retail, some vacant land, a small office warehouse. The TF-3 and B zoned properties are part of the already mentioned mostly single-family residential neighborhood. The site is located on the northeast edge of this residential neighborhood. The school is currently vacant and has been occupied sporadically since it ceased being used by USD 259 sometime prior to 1998.

2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed within the provisions of the PUD, which integrates into the mostly TF-3 zoned neighborhood of single-family residences, duplexes and the small cluster of LC zoned dance studio, small local retail, and a small office warehouse facing Kellogg/US 54. The increase in density is not present in the neighborhood. The school building itself has been occupied sporadically since it ceased being used by USD 259 sometime prior to 1998 and never as apartments.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The increase of traffic from 18 apartment units to 25 apartment units is a concern. Per occupied unit an average of around 6.59 trips could be generated, which means 18 units could generate 118.62 trips and 25 units could generate 164.75 trips. In contrast 20 units, which could be achieved by an Administrative Adjustment to the PUD, could generate 131.80 trips. The impact of the traffic on the neighborhood must be balanced against the impact on the neighborhood of a vacant building, which has been sporadically occupied since it ceased being used by USD 259.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The Comprehensive Plan's "Residential Locational Guidelines" for medium and high density residential development, apartments, states that such uses should be directly accessible to arterial or collector streets in order to avoid high traffic volumes in lower density residential neighborhoods. The site has no direct access to an arterial or a collector street, however at its most obtrusive traffic to and from the site would go a block north and then a block east through the residential neighborhood before it empties onto Hillside, a major arterial.
5. Impact of the proposed development on community facilities: Impact will be minimal.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **HILLMAN** seconded the motion, and it carried (13-0).

City of Wichita
City Council Meeting
November 23, 2010

TO: Wichita Housing Authority Board Members

SUBJECT: Housing Choice Voucher Family Self-Sufficiency Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommended Action: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Background: The Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for continued funding of the Family Self-Sufficiency Program Coordinator positions.

Analysis: HUD requires that Housing Authorities operate a Family Self-Sufficiency (FSS) program in order to receive additional Section 8 Housing Choice Vouchers. Though it is a HUD requirement for Housing Authorities, participation by Section 8 Housing Choice Voucher holders is voluntary. The advantage to the client is the program provides the opportunity for participants to increase their income potential and eventually become independent of public assistance. The Family Self-Sufficiency Coordinators work with program participants to help them increase earned income and financial literacy, reduce or eliminate the need for public assistance, and move toward economic independence and self-sufficiency. The Family Self-Sufficiency program accomplishes these goals by building partnerships with employers and service providers in the community to help participants obtain jobs and services. Approximately 60 FSS participants have become homeowners through the Housing Choice Voucher Homeownership program as a result of their FSS participation since program inception in 2002.

Financial Considerations: The application request is \$176,384, which covers the salary and fringe benefits for three Family Self-Sufficiency Program Coordinator positions.

Goal Impact: The Housing Choice Voucher Family Self Sufficiency program supports the Promote Economic Vitality and Affordable Living goal.

Legal Considerations: HUD requires housing authorities to operate a Family Self-Sufficiency program.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Attachment: Housing Choice Voucher Family Self-Sufficiency Grant Application.

City of Wichita
City Council Meeting
November 23, 2010

TO: Wichita Housing Authority Board Members

SUBJECT: 2011 Payment Standards – Section 8 Housing Choice Vouchers

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the Payment Standards for the Section 8 Housing Choice Voucher Program to be effective on January 1, 2011 for new clients and current clients who are relocating, and as of March 1, 2011 for current clients as determined by their recertification dates.

Background: The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires that housing authorities establish Section 8 Housing Choice Voucher Payment Standards between 90% and 110% of the Published Fair Market Rent for each bedroom size. The payment standards are used to calculate the amount of the monthly subsidy paid to landlords, and take into account tenant-paid utilities. The QHWRA also includes a provision that a family who initially receives Section 8 tenant-based assistance, may not be required to pay more than 40% of its adjusted monthly income for rent and utilities.

The U.S. Department of Housing and Urban Development (HUD) published a notice of 2010 Fair Market Rents (FMRs), which listed Wichita rents at a lower level than in 2009. The new FMRs are effective October 1, 2010, and have been calculated for Wichita at the 40th percentile of rents in our area and include an allowance for utilities.

Analysis: In order to establish 2010 rent payment standards in line with 2009 standards, staff reviewed requests for tenancy and actual rents for the months of January through November 2010, and calculated an average rent payment. Staff then applied allowable adjustments to the reduced Fair Market Rents for Wichita for 2010, and based on these calculations, recommends 0 bedroom size standards be calculated at 102% of the 2010 FMR, 1, 2 & 3 bedrooms at 110% of 2010 FMR, 4 bedroom units be calculated at 108% of 2010 FMR, and 5&6 bedroom units be calculated at 102% of the 2010 FMR.

Following is a table of the October 2010 FMR, the current WHA payment standards and the recommended WHA payment standards based on bedroom sizes:

	BEDROOM SIZE						
	0	1	2	3	4	5	6
FMR (10/1/2010)	424	475	624	798	897	1031	1166
Current Pymt. Standard	430	529	695	888	954	1045	1181
Recommended Standard	432	522	686	877	968	1051	1189

Financial Consideration: The Wichita Housing Authority staff recommends these standards in order to meet its goal of assisting as many households as possible.

Goal Impact: Supports the goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: The Wichita Housing Authority Board must approve the payment standards.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve the Payment Standards for the Section 8 Housing Choice Voucher Program to be effective on January 1, 2011 for new clients and current clients who are relocating, and as of March 1, 2011 for current clients as determined by their recertification dates.

Attachments: None.

City of Wichita
City Council Meeting
November 23, 2010

TO: Wichita Housing Authority Board Members

SUBJECT: Housing Choice Voucher Family Self-Sufficiency Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommended Action: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Background: The Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for continued funding of the Family Self-Sufficiency Program Coordinator positions.

Analysis: HUD requires that Housing Authorities operate a Family Self-Sufficiency (FSS) program in order to receive additional Section 8 Housing Choice Vouchers. Though it is a HUD requirement for Housing Authorities, participation by Section 8 Housing Choice Voucher holders is voluntary. The advantage to the client is the program provides the opportunity for participants to increase their income potential and eventually become independent of public assistance. The Family Self-Sufficiency Coordinators work with program participants to help them increase earned income and financial literacy, reduce or eliminate the need for public assistance, and move toward economic independence and self-sufficiency. The Family Self-Sufficiency program accomplishes these goals by building partnerships with employers and service providers in the community to help participants obtain jobs and services. Approximately 60 FSS participants have become homeowners through the Housing Choice Voucher Homeownership program as a result of their FSS participation since program inception in 2002.

Financial Considerations: The application request is \$176,384, which covers the salary and fringe benefits for three Family Self-Sufficiency Program Coordinator positions.

Goal Impact: The Housing Choice Voucher Family Self Sufficiency program supports the Promote Economic Vitality and Affordable Living goal.

Legal Considerations: HUD requires housing authorities to operate a Family Self-Sufficiency program.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Attachment: Housing Choice Voucher Family Self-Sufficiency Grant Application.

Grant Application Package

Opportunity Title:	Housing Choice Voucher Family Self Sufficiency Program
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.871
CFDA Description:	Section 8 Housing Choice Vouchers
Opportunity Number:	FR-5415-N-14
Competition ID:	HCV-14
Opportunity Open Date:	10/21/2010
Opportunity Close Date:	12/06/2010
Agency Contact:	For answers to your questions, you may contact the Public and Indian Housing Resource Center at 800-955-2232. Persons with hearing or speech impairments may access this number via TTY (text telephone) by calling the Federal Information Relay Service at 800-877-8339. (These are toll-free

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name: HCV FSS Program

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
HUD Facsimile Transmittal

Optional Documents

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

HUD Applicant-Recipient Disclosure Report
Disclosure of Lobbying Activities (SF-LLL)
Attachments

Instructions

- 1 Enter a name for the application in the Application Filing Name field.**

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3 Click the "Save & Submit" button to submit your application to Grants.gov.**

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☒ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

KS004

5b. Federal Award Identifier:

KS004FSS8

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Wichita Kansas Housing Authority

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

48-6000653

*** c. Organizational DUNS:**

0430634600000

d. Address:

*** Street1:** 332 N. Riverview

Street2:

*** City:** Wichita

County/Parish: Sedgwick

*** State:** KS: Kansas

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 67203-4245

e. Organizational Unit:

Department Name:

Wichita Housing Authority

Division Name:

Section 8

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.

*** First Name:** Gail

Middle Name:

*** Last Name:** Lotson

Suffix:

Title: Section 8 Program Manager

Organizational Affiliation:

*** Telephone Number:** 316-462-3792

Fax Number: 316-337-9103

*** Email:** glotson@wichita.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.871

CFDA Title:

Section 8 Housing Choice Vouchers

*** 12. Funding Opportunity Number:**

FR-5415-N-14

* Title:

Housing Choice Voucher Family Self Sufficiency Program

13. Competition Identification Number:

HCV-14

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

To support the implementation of local strategies that help HUD assisted renters make progress toward self-sufficiency.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input style="width: 80px;" type="text" value="KS004"/>	b. Program/Project: <input style="width: 80px;" type="text" value="KS-004"/>
Attach an additional list of Program/Project Congressional Districts if needed. <div style="display: flex; align-items: center; gap: 10px;"> <input style="width: 300px; height: 20px;" type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div>	
17. Proposed Project:	
* a. Start Date: <input style="width: 80px;" type="text" value="01/01/2011"/>	* b. End Date: <input style="width: 80px;" type="text" value="12/31/2011"/>
18. Estimated Funding (\$):	
* a. Federal	<input style="width: 150px;" type="text" value="176,384.00"/>
* b. Applicant	<input style="width: 150px;" type="text" value="0.00"/>
* c. State	<input style="width: 150px;" type="text" value="0.00"/>
* d. Local	<input style="width: 150px;" type="text" value="0.00"/>
* e. Other	<input style="width: 150px;" type="text" value="0.00"/>
* f. Program Income	<input style="width: 150px;" type="text" value="0.00"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="176,384.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 100px;" type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach <div style="display: flex; align-items: center; gap: 10px;"> <input style="width: 300px; height: 20px;" type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE <small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input style="width: 150px;" type="text" value="Mr."/>	* First Name: <input style="width: 300px;" type="text" value="Carl"/>
Middle Name: <input style="width: 300px;" type="text"/>	
* Last Name: <input style="width: 600px;" type="text" value="Brewer"/>	
Suffix: <input style="width: 150px;" type="text"/>	
* Title: <input style="width: 500px;" type="text" value="Mayor"/>	
* Telephone Number: <input style="width: 300px;" type="text" value="316-268-4331"/>	Fax Number: <input style="width: 300px;" type="text" value="316-268-4333"/>
* Email: <input style="width: 700px;" type="text" value="cbrewer@wichita.gov"/>	
* Signature of Authorized Representative: <input style="width: 200px;" type="text" value="Completed by Grants.gov upon submission."/>	* Date Signed: <input style="width: 200px;" type="text" value="Completed by Grants.gov upon submission."/>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: City of Wichita, Kansas Wichita Housing Authority * Street 1: 332 N. Riverview Street 2: _____ * City: Wichita State: KS: Kansas Zip: 67203-4245 Congressional District, if known: 4th		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: Dept of Housing & Urban Development	7. * Federal Program Name/Description: Section 8 Housing Choice Vouchers CFDA Number, if applicable: 14.871	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ 176,384.00	
10. a. Name and Address of Lobbying Registrant: Prefix: Mr. * First Name: Dale Middle Name: _____ * Last Name: Goter Suffix: _____ * Street 1: City of Wichita, City Manager Office Street 2: 455 N. Main * City: Wichita State: KS: Kansas Zip: 67202		
b. Individual Performing Services (including address if different from No. 10a) Prefix: Mr. * First Name: Dale Middle Name: _____ * Last Name: Goter Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Completed on submission to Grants.gov * Name: Prefix: Mr. * First Name: Robert Middle Name: _____ * Last Name: Layton Suffix: _____ Title: City Manager Telephone No.: 316-268-4351 Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	HUD 52651 HCV FSS Program Cod	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2		Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3		Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4		Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5		Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

**Housing Choice Voucher
(HCV) Family Self-
Sufficiency (FSS)
Program Coordinator
Funding**

U.S. Department of Housing
and Urban Development
Office of Public and Indian
Housing

OMB Approval No. 2577-0178
Exp. (09/30/2013)

Public reporting burden for this collection of information is estimated to average 0.75 hours. This includes the time for collecting, reviewing, and reporting the data. Information provided is to determine the eligibility of the applicant for funding for the salary of a program coordinator. HUD uses the information to determine eligibility of the applicant to receive funding. Information is required to obtain benefit under 24 CFR 982.302(b). The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

PART I: General Information. (To be completed by all applicants.)

Applicant Category: <input type="checkbox"/> PHAs Not Currently administering FSS <input checked="" type="checkbox"/> PHAs Currently administering FSS	Moving-to-Work PHA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No State or Regional PHA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DUNS Number of Applicant: 04-306-34-60	Funding Request for Fiscal Year: 2010
--	---	---	--

A. PHA Legal Name (For joint applicants, lead PHA name): City of Wichita Housing Authority (KS004)

Address: 332 N. Riverview

City: Wichita County: Sedgwick

State: Kansas Zip Code: 67203-4245

PHA Number of Applicant: 1

B. Legal Name of Joint Applicant PHA. (If applicable.)

Address:

City: County:

State: Zip Code:

PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)

Address:

City: County:

State: Zip Code:

PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)

Address:

City: County:

State: Zip Code:

PHA Number of Applicant:

PHA Number of Applicant:

List any additional co-applicants on page 4

C. Evidence demonstrating salary comparability to similar positions in the local jurisdiction for each position requested is on file at the PHA.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

D. Contact information person most familiar with application:

Name: Gail Lotson Telephone Number: 316-462-3792

Email Address: glotson@wichita.gov

PART II: Funding/Positions Requested by PHAs that are Currently Administering HCV/FSS Programs

A. Previously Funded Positions

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***
2009	64266	64908	1	N
2009	55187	55738	2	N

- B. New Positions** –Total salary requested per position including fringe benefits, if applicable. If more than one position, list each separately:

Salary Requested, including Fringe Benefits**

C. Total Requested

1.	3	Total number of positions requested in Part II
2.	\$176,384.00	Total \$ requested in Part II

** Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.

*** For any position, where the applicant is requesting a percentage increase above the amount provided for in the current HCV/FSS NOFA, the applicant must comply with justification requirements in the current HCV/FSS NOFA.

Additional space for Part II A and B on page 4

PART III: Requests for PHAs that are NOT currently administering HCV/FSS Programs**A. FSS Action Plan Information:**

	The number of HCV/FSS program slots in the HUD-approved Action Plan. (For Joint applications, provide total approved slots for all joint applicant PHAs.)
--	---

B. Position/Salary Requested:

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

Additional space for Part III B on page 4

C. Total Requested.

1.		Total number of positions requested in Part III B
2.		Total \$ requested in Part III B

** Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.

Continuation of Part I. B, Legal Name of Joint Applicant PHAs

Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
PHA Number of Applicant:	

Continuation of Part II. A, Previously Funded Positions:

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***

Continuation of Part II. B, New Positions:

Salary Requested, including Fringe Benefits**

Continuation of Part III. B, Position/Salary Requested:

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011
(exp. 08/31/2009)

Applicant/Recipient Information

* Duns Number: 0430634600000

* Report Type: INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:

City of Wichita Kansas Housing Authority

* Street1: 332 N. Riverview

Street2:

* City: Wichita

County: Sedgwick

* State: KS: Kansas

* Zip Code: 67203-4245

* Country: USA: UNITED STATES

* Phone: 316-462-3792

2. Social Security Number or Employer ID Number: 48-6000653

* 3. HUD Program Name:

Section 8 Housing Choice Vouchers

* 4. Amount of HUD Assistance Requested/Received: \$ 176,384.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: Family Self-Sufficiency Program

* Street1: 332 N. Riverview

Street2:

* City: Wichita

County:

* State: KS: Kansas

* Zip Code: 67203-4245

* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☒ Yes

☐ No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes

☒ No

If you answered " No " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)
			\$ <input type="text"/> <input type="text"/> %
			\$ <input type="text"/> <input type="text"/> %
			\$ <input type="text"/> <input type="text"/> %
			\$ <input type="text"/> <input type="text"/> %
			\$ <input type="text"/> <input type="text"/> %

(Note: Use Additional pages if necessary.)

Add Attachment

Delete Attachment

View Attachment

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

* Signature:

* Date: (mm/dd/yyyy)

Completed Upon Submission to Grants.gov

Facsimile Transmittal**1289231404-6294**

U. S. Department of Housing
and Urban Development
Office of Department Grants
Management and Oversight

OMB Approval No. 2525-0118
exp. Date (5/30/2008)

* Name of Document Transmitting: Housing Choice Voucher Family Self-Sufficiency Application

1. Applicant Information:

* Legal Name: City of Wichita Kansas Housing Authority

* Address:

* Street1: 332 N. Riverview

Street2:

* City: Wichita

County: Sedgwick

* State: KS: Kansas

* Zip Code: 67203-4245

* Country: USA: UNITED STATES

2. Catalog of Federal Domestic Assistance Number:

* Organizational DUNS: 0430634600000

CFDA No.: 14.871

Title: Section 8 Housing Choice Vouchers

Program Component:

3. Facsimile Contact Information:

Department: Wichita Housing Authority

Division: Section 8

4. Name and telephone number of person to be contacted on matters involving this facsimile.

Prefix: Mrs. * First Name: Gail

Middle Name:

* Last Name: Lotson

Suffix:

* Phone Number: 316-462-3792

Fax Number: 316-337-9103

* 5. Email: glotson@wichita.gov

*** 6. What is your Transmittal? (Check one box per fax)**

☐ a. Certification ☒ b. Document ☐ c. Match/Leverage Letter ☐ d. Other

* 7. How many pages (including cover) are being faxed?

2/2/2004

**PHA Certifications of Compliance
with PHA Plans and Related
Regulations**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the n/a 5-Year and/or 2011 Annual PHA Plan for the PHA fiscal year beginning 1/1/2011, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

 5-Year PHA Plan for Fiscal Years

X Annual PHA Plan for Fiscal Year 2011

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Carl Brewer

Title Mayor and Chairman of the Wichita Housing Authority Board

Signature

Date 10/5/10

2010 eLogic Model® Information Coversheet



Instructions

When completing this section there are "mandatory" fields that must be completed. These fields are highlighted in yellow. The required data must be entered correctly to complete an eLogic Model®. After completing all mandatory fields on the coversheet click on the "Check Errors" button at the top of this page. Applicant Legal Name must match box 8a in the SF-424 in your application. Enter the legal name by which you are incorporated and pay taxes. CCR Doing Business is new for 2010 eLogic Model®. Only complete this field if your registration at CCR includes an entry in Doing Business as: (dba). Enter the DUNS # as entered into box 8c of the SF-424 Application for Federal Assistance form. Enter the City where your organization is located, this information must match the SF-424 data in your application. Use the dropdown to enter the State where your organization is located, this information must match the SF-424 data in your application. This information must match the SF-424 data in your application. Enter the Grantee Contact Name and email address in the field provided. Enter the name of the person that completed the eLogic Model® and their email address in the field provided. When completing the Project Information Section, applicants except Indian Tribes must enter their Project Name, Project Location City/County/Parish, State, Project Type, and Construction Type. If there are multiple locations, enter the location where the majority of the work will be done. Indian tribes, including multi-state tribes, should enter the City or County associated with their business address location. For Indian Tribes, enter the state applicable to the business address of the Tribal entity.

Program Information

HUD Program **HCVFSS**
Program CFDA # **14.871**
Program Component

Grantee Information

Applicant Legal Name City of Wichita Kansas Housing Authority
CCR Doing Business As Name
DUNS Number 043063460 -
City Wichita
State KANSAS
Zip Code 67203 - 4245
Grantee Contact Name Gail Lotson
Grantee Contact email gilotson@wichita.gov
Logic Model Contact Name Gail Lotson
Logic Model Contact email gilotson@wichita.gov

Project Information

Project Name To support the implementation of local strategies that help HUD assisted renters make progress toward self
Project Location City/County/Parish Wichita
Project Location State KANSAS
Zip Code 67203 - 4245
Project Type
Construction Type

Additional Information for Reporting (Leave Blank At the Time of Application)

Grants.gov Application Number
HUD Award Number
Logic Model Amendment Number

Applicant Legal Name		City of Wichita Kansas Housing Authority					
CCR Doing Business As Name		HUD Program					
Program Component		HCVFSS					
Project Name		To support the implementation of local strategies that help HUD assisted centers make progress toward self-sufficiency.					
HUD Goals	Policy Priority	Needs	Services/Activities	Measures	Outcomes	Measures	Evaluation Tools
1	Policy	2	3	4	5	6	7
3C	4c	Planning There is a need to maintain on-going linkages to services and economic opportunities for existing FSS program participants in order to support their transition to employment and economic self-sufficiency.	Programming Policy Priority-Capacity Building and Knowledge Sharing-Meet with local PCC (minimum 4 meetings per year) and conduct gap analysis Meetings	Pre 4	Post Meetings	YTD	Impact Policy Priority-Capacity Building and Knowledge Sharing-Number of education/training services available from partners added as a result of the gap analysis Services
5A	1a		Partnership with Workforce Investment Board (WIB) to establish apprenticeship programs and/or job opportunities Partnerships	1	Partnerships		FTE Number of job placements as a result of partnerships with the Workforce Investment Board FTE
3C	1b		Outreach-Outreach to families Households	300	Households		Households Self-Sufficiency-Earned income increased- Households Households
3C	1b		Cities Management-Service Coordination-Individual Training Service Plans (ITSPs) developed Persons	30	Persons		Households Case Management-Service Coordination-Contract completed Households
3A	1b		Education-Post secondary classes-Enrolled Persons	3	Persons		Persons Education-College enrollment Persons
3C	4c		Outreach-Service Coordination-Work with Program Coordinating Committee to obtain services Services	30	Services		Persons Education-Certification from business or technical school Persons
1B	4c		Financial Literacy-Credit repair counseling-Enrolled Persons	30	Persons		Persons Financial Literacy-Credit repair-Re-established credit Persons
40A	2f		Financial Literacy-Credit repair counseling-Enrolled-Attended Persons	15	Persons		Households Housing-Purchased home Households
3C	1a		Employment-Employment/Career counseling-Enrolled Persons	30	Persons		Households Financial Literacy-Escrow accounts established Households
					#VALUE!		Escrow accounts
					#VALUE!		Referrals
					#VALUE!		D. Frequency of Collection
					#VALUE!		Monthly
					#VALUE!		Annually
					#VALUE!		Upon incident
					#VALUE!		E. Processing of Data
					#VALUE!		Computer spreadsheets
					#VALUE!		Manual tallies
					#VALUE!		Statistical database

DUNS No. 043063460 - 0

2010

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER
NOVEMBER 23, 2010**

- a. Bike Path from McAdams Park north and east to Grove Park, connects the I-135 Bike Path to the K-96 Bike Path (472-84910/991393/991310/205387) Traffic maintained using flagpersons and barricades. (District I) - \$2,048,573.00
- b. 2010 Contract Maintenance Concrete Repairs, Phase 4 (32nd St S - Hiram to Glenn; Walker - Seneca to Meridian) (472-84944/132723/) Traffic maintained using flagpersons and barricades. (District IV) - \$61,500.00
- c. Storm Water Drain #368 to serve Silverton Addition (north of 13th Street North, west of 135th Street West) (468-84681/751490/485381) Does not affect existing traffic. (District V) - \$297,000.00

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Agreement with the Kansas Department of Transportation for Installation of Highway Lighting at US-54 and Washington (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The Kansas Department of Transportation (KDOT) intends to remove and replace weathering steel High Mast poles at US-54 and Washington. Due to the fact that this section of US-54 is located within the Wichita city limits and the operation and maintenance of US-54 and other federal and state highway connecting links are regulated by a separate agreement between the State and City; it is necessary for the City and KDOT to enter into an agreement for this construction project.

Analysis: The agreement authorizes the work to be done within the city limits. It contains a provision whereby the City and KDOT shall mutually agree on how traffic will be handled during construction. Traffic along US-54 and access through local streets will be maintained during construction.

Financial Considerations: There is no cost to the City associated with this agreement.

Goal Impact: This agreement addresses the Efficient Infrastructure Goal by providing improved, safer highway connecting links within the City.

Legal Considerations: The City/State Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

PROJECT NO. 54-87 KA-1856-01
INSTALLATION OF HIGHWAY LIGHTING
CITY OF WICHITA, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a major modification project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The Secretary desires to construct a Highway Lighting Project at US-54 and Washington Avenue, a city connecting link. The City agrees to the Project in the City. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state and federal funds.

PROJECT: The Secretary and the City desire to enter into this Agreement for the construction of a Project described as follows:

To remove and replace weathering steel High Mast poles at US-54 and Washington Avenue.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the _____ day of _____, 20__.

ARTICLE I

THE SECRETARY AGREES:

1. The Project shall be undertaken and completed by the Secretary except as otherwise modified by this Agreement.

2. In the name of the Secretary, to perform appraisal and acquisition work including condemnation, if necessary, for right of way and easements as shown on the Project plans. All costs for right of way and easements as shown on the Project plans will be paid for with state funds or federal funds or a combination of state and federal funds.

3. To receive and disburse all funds directly to the Parties involved in acquisition of right of way and easements.

4. To prepare the Project plans, let the contract for the Project and administer the construction of the Project as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration, and administer the payments due the contractor.

5. All construction items included in the Project plans shall be paid for with state funds or federal funds or a combination of state and federal funds.

6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Secretary will defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, agents, or subcontractors.

7. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

ARTICLE II

THE CITY AGREES:

1. It shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

2. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

3. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

4. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the Project plans for this Project, and it will initiate and

proceed with diligence to remove or require the removal of encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than 12 feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.

5. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement..

6. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project other than those shown on the Project plans. The City agrees any exceptions therefrom must be approved by the Secretary.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The Secretary shall have authority and be responsible for the maintenance, operation, and reconstruction of the Project at any time. The City agrees the Secretary has responsibility for maintenance, operation, and reconstruction of the Project at any time.

2. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP), as amended or supplemented.

If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2000 Census), the utility owners shall be responsible for the expense to remove or adjust all utility facilities on public rights of way as necessary to construct the Project in accordance with the final design plans. The expense of removal or adjustment of utility facilities located on private easements shall be reimbursed to the utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate utility adjustment agreement between the Secretary and the utility owners.

3. The final design plans for the Project are by reference made a part of this Agreement.
4. They shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the Parties before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Project plans. If revisions to the traffic handling plan are proposed during the progress of construction, the City and the Secretary shall approve such revisions before they become effective.
5. They have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City that the agreement for routine maintenance shall remain in full force and effect and the mileage set out thereon shall not be affected by this Agreement.
6. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.
7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
8. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
9. The provisions found in the Kansas Department of Transportation's Civil Rights Special Attachment No. 1, attached hereto are hereby incorporated into this Agreement by reference and made a part hereof.
10. The provisions found in Contractual Provisions Attachment Form DA-146a, which is attached hereto and executed by the Parties in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof.

(The signature page immediately follows this paragraph.)

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK

MAYOR

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

APPROVAL AS TO FORM


Gary Rebenstorf, Director of Law

BY: _____

Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

**A RESOLUTION RELATING TO BENEFITS
OBTAINABLE BY CITIES UNDER THE
FEDERAL AND STATE AID PROGRAM**

Be it resolved by the Governing Body of the City of Wichita:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Wichita, Kansas, Agreement No. 196-10, between the City and the Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City such benefits as are obtainable under the Kansas Department of Transportation's Federal-Aid HSIP Safety Program, and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for the improvement of the intersection of US-54 and Washington Avenue known as Project KA-1856-10.

Passed by the Council this _____ day of _____, 20__.

(Approved) (Signed) _____, Mayor

(SEAL)

ATTEST: _____
City Clerk

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Agreement with the Kansas Department of Transportation for Installation of Highway Lighting on I-235 at K-96 and Meridian (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The Kansas Department of Transportation (KDOT) intends to remove and replace weathering steel High Mast poles on I-235 at K-96 and Meridian. This section of I-235 is located within the Wichita city limits and the operation and maintenance of I-235 and other federal and state highway connecting links are regulated by a separate agreement between the State and City, it is necessary for the City and KDOT to enter into an agreement for this construction project.

Analysis: The agreement authorizes the work to be done within the city limits. It contains a provision whereby the City and KDOT shall mutually agree on how traffic will be handled during construction. Traffic along I-235 and access through local streets will be maintained during construction.

Financial Considerations: There is no cost to the City associated with this agreement.

Goal Impact: This agreement addresses the Efficient Infrastructure Goal by providing improved, safer highway connecting links within the City.

Legal Considerations: The City/State Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

PROJECT NO. 54-87 KA-1857-01
INSTALLATION OF HIGHWAY LIGHTING
CITY OF WICHITA, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a major modification project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The Secretary desires to construct a Highway Lighting Project on I-235 at K-96 and Meridian Avenue, a city connecting link. The City agrees to the Project in the City. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state and federal funds.

PROJECT: The Secretary and the City desire to enter into this Agreement for the construction of a Project described as follows:

To remove and replace weathering steel High Mast poles on I-235 at K-96 and Meridian Avenue.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the _____ day of _____, 20____.

ARTICLE I

THE SECRETARY AGREES:

1. The Project shall be undertaken and completed by the Secretary except as otherwise modified by this Agreement.

2. In the name of the Secretary, to perform appraisal and acquisition work including condemnation, if necessary, for right of way and easements as shown on the Project plans. All costs for right of way and easements as shown on the Project plans will be paid for with state funds or federal funds or a combination of state and federal funds.

3. To receive and disburse all funds directly to the Parties involved in acquisition of right of way and easements.

4. To prepare the Project plans, let the contract for the Project and administer the construction of the Project as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration, and administer the payments due the contractor.

5. All construction items included in the Project plans shall be paid for with state funds or federal funds or a combination of state and federal funds.

6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Secretary will defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, agents, or subcontractors.

7. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

ARTICLE II

THE CITY AGREES:

1. It shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

2. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

3. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

4. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the Project plans for this Project, and it will initiate and

proceed with diligence to remove or require the removal of encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than 12 feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.

5. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement..

6. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project other than those shown on the Project plans. The City agrees any exceptions therefrom must be approved by the Secretary.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The Secretary shall have authority and be responsible for the maintenance, operation, and reconstruction of the Project at any time. The City agrees the Secretary has responsibility for maintenance, operation, and reconstruction of the Project at any time..

2. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP), as amended or supplemented.

If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2000 Census), the utility owners shall be responsible for the expense to remove or adjust all utility facilities on public rights of way as necessary to construct the Project in accordance with the final design plans. The expense of removal or adjustment of utility facilities located on private easements shall be reimbursed to the utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate utility adjustment agreement between the Secretary and the utility owners.

3. The final design plans for the Project are by reference made a part of this Agreement.

4. They shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the Parties before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Project plans. If revisions to the traffic handling plan are proposed during the progress of construction, the City and the Secretary shall approve such revisions before they become effective.

5. They have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City that the agreement for routine maintenance shall remain in full force and effect and the mileage set out thereon shall not be affected by this Agreement.

6. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. The provisions found in the Kansas Department of Transportation's Civil Rights Special Attachment No. 1, attached hereto are hereby incorporated into this Agreement by reference and made a part hereof.

10. The provisions found in Contractual Provisions Attachment Form DA-146a, which is attached hereto and executed by the Parties in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof.

(The signature page immediately follows this paragraph.)

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

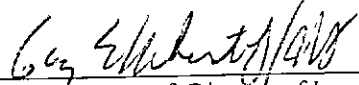
CITY CLERK

MAYOR

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

APPROVAL AS TO FORM



Gary Rebenstorf, Director of Law

BY: _____

Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

**A RESOLUTION RELATING TO BENEFITS
OBTAINABLE BY CITIES UNDER THE
FEDERAL AND STATE AID PROGRAM**

Be it resolved by the Governing Body of the City of Wichita:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Wichita, Kansas, Agreement No. 197-10, between the City and the Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City such benefits as are obtainable under the Kansas Department of Transportation's Federal-Aid HSIP Safety Program, and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for the improvement of the intersection of I-235 and Meridian Avenue known as Project KA-1857-10.

Passed by the Council this _____ day of _____, 20__.

(Approved) (Signed) _____, Mayor

(SEAL)

ATTEST: _____
City Clerk

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment To Contracts or Agreements Entered Into By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
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- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub, recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
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The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
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Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency..
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Drainage and Utility Easements for Harvey's Walnut Grove Addition
(District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve easement agreements.

Background: Drainage and utility easements have been prepared to formally permit the City of Wichita to enter and construct improvements on, over, and across property. This agreement is in conjunction with the drainage improvement to serve Harvey's Walnut Grove Addition. Legal descriptions of the areas are as follows:

1. The west 20 feet of lots 61 and 63 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.
2. The west 20 feet of lots 79 and 81 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.
3. The west 10 feet of lots 91, 93 and 95 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.
4. The west 20 feet of lots 87 and 89 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.
5. The west 20 feet of lots 69, 71, 73, 75 and 77 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.
6. The west 20 feet of lots 65 and 67 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.
7. The west 20 feet of lots 83 and 85 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

Analysis: The drainage and utility easements will provide the City and contractor's access to the above listed properties to construct and maintain storm water drains.

Financial Considerations: There is no cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to an existing development.

Legal Considerations: The easement agreements have been approved as to form by the Law Department.

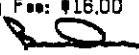
Recommendation/Action: It is recommended that the City Council approve the agreements and authorize the necessary signatures.

Attachments: Easement agreements.



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29173339

Receipt #: 1760839
Pages Recorded: 3
Cashier Initials: BLB

Recording Fee: \$16.00
Authorized By: 

Date Recorded: 10/5/2010 3:48:46 PM



Page 1 of 2

DRAINAGE & UTILITY EASEMENT

This EASEMENT made this 3rd day of August, 2010 by and between, Ida Blackmon of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 20 feet of Lots 61 and 63 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

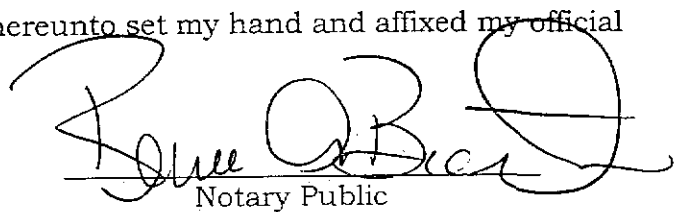
By: Ida Blackmon
Ida Blackmon
OWNER

Page 2 of 2

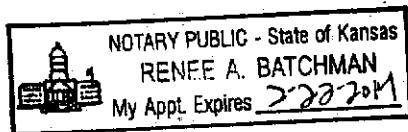
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 3rd day of August, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ida Blackmon, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Appointment Expires: 2-22-2014)





Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

January 27, 2010

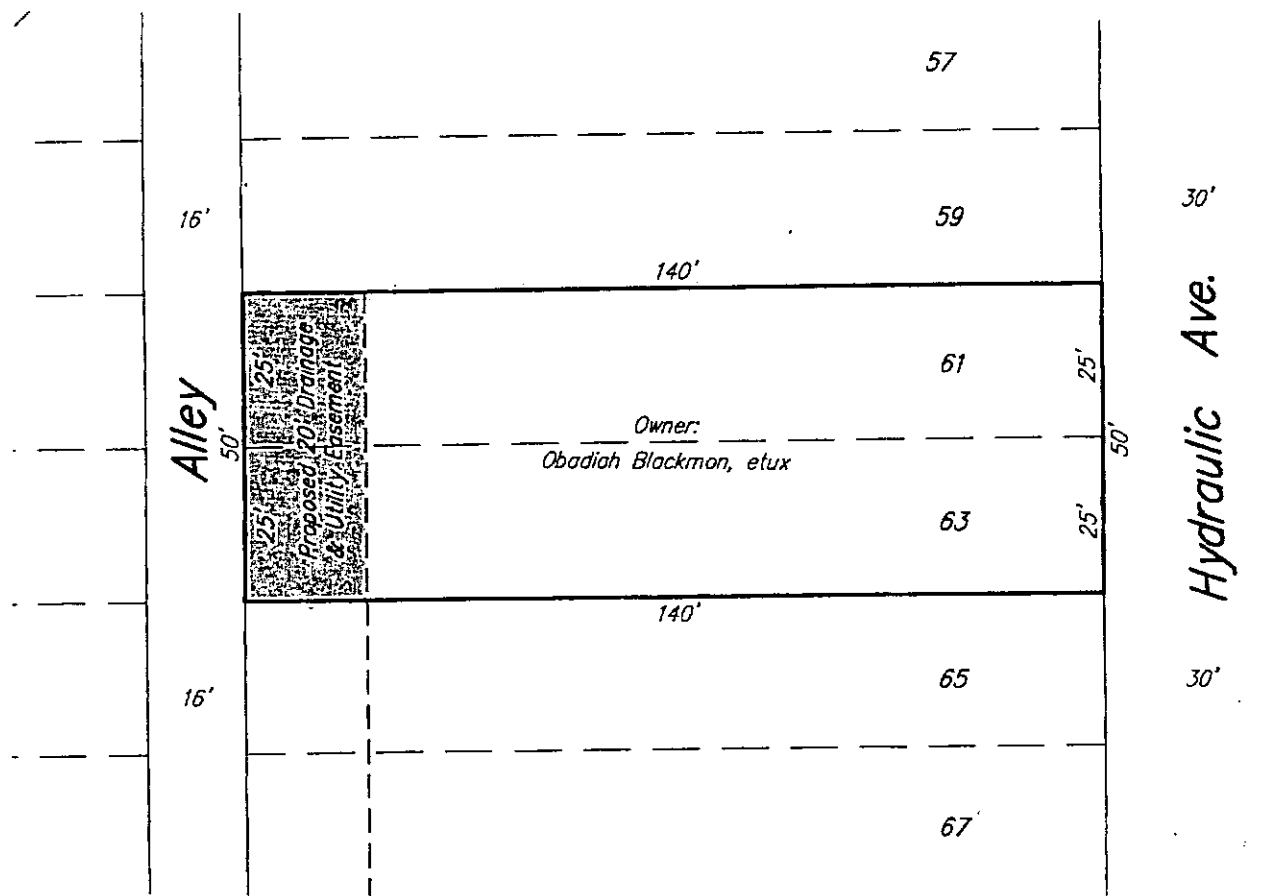
Owner: Obadiah Blackmon, etux

Parent Parcel:

Lots 61 and 63 on Hydraulic Avenue, Harvey's Walnut Grove Addition
to Wichita, Sedgwick County, Kansas.

Easement Description:

The west 20 feet of Lots 61 and 63 on Hydraulic Avenue,
Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.



PROJECT NO. 10AA11246 S

Mark A. Savoy

Land Surveyors
65

Brian N. Savoy



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29173340

Receipt #: 1760938
Pages Recorded: 3
Cashier Initials: BLB

Authorized By:
Recording Fee: \$16.00

Date Recorded: 10/5/2010 3:48:47 PM



Page 1 of 2

DRAINAGE & UTILITY EASEMENT

This EASEMENT made this 3 day of August, 2010, by and between, Sonya House of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 20 feet of Lots 79 and 81 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.


By: Sonya House
Sonya House
OWNER

Page 2 of 2

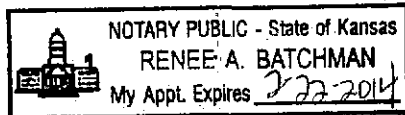
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 3rd day of August, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Sonya House, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Appointment Expires: 2-22-2014)





SAVOY COMPANY, P.A.

**433 S. Hydraulic
Wichita, KS 67211-1911**

January 27, 2010

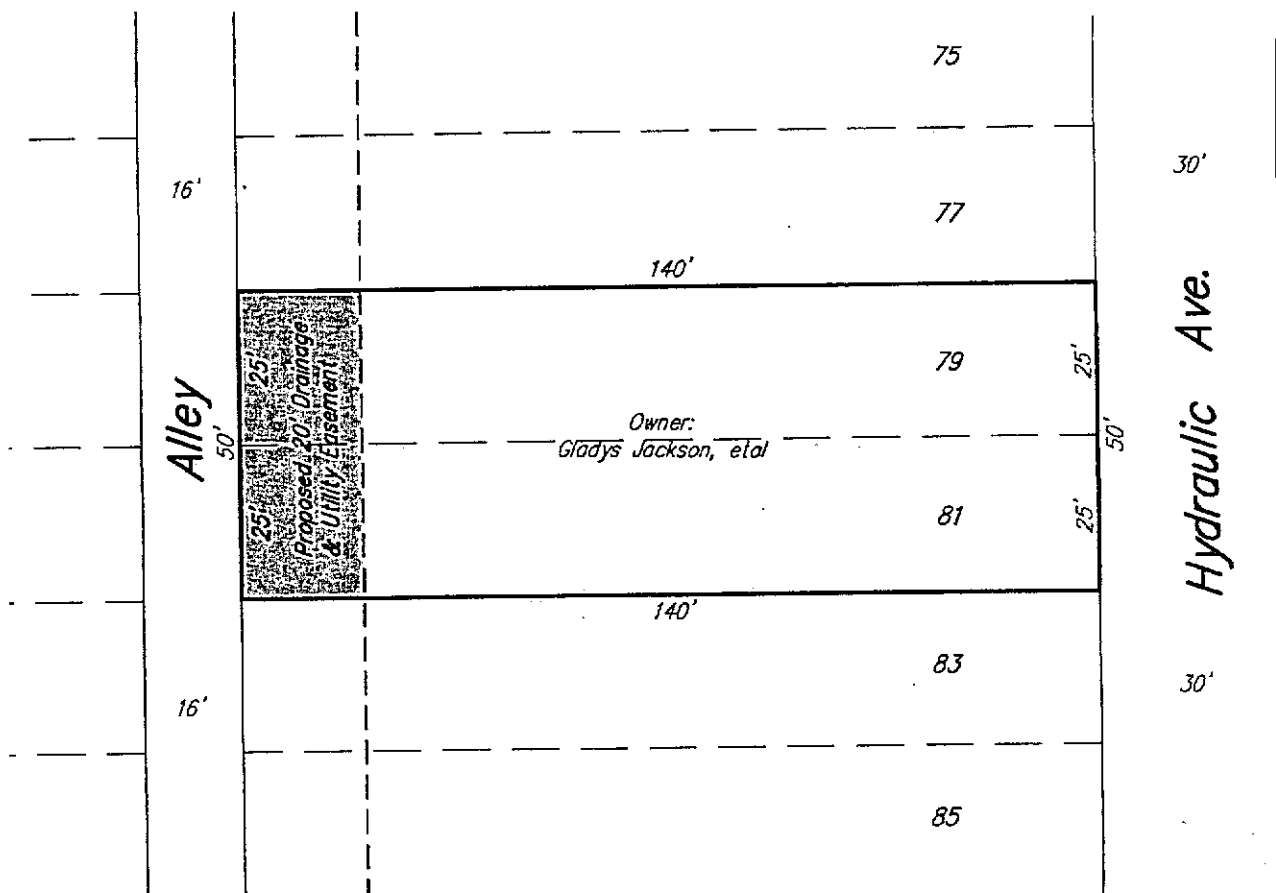
Owner: Gladys Jackson, etal

Parent Parcel:

Lots 79 and 81 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

Easement Description:

*The west 20 feet of Lots 79 and 81 on Hydraulic Avenue,
Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.*



Mark A. Savoy


Land Surveyors
68

Brian N. Savoy



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29173341

Receipt #: 1760939
Pages Recorded: 3
Cashier Initials: BLB

Recording Fee: \$16.00
Authorized By: 

Date Recorded: 10/5/2010 3:48:48 PM



Page 1 of 2

DRAINAGE & UTILITY EASEMENT

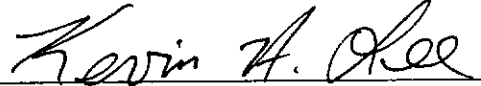
This EASEMENT made this 22 day of September, 2010, by and between, Kevin Lee of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 10 feet of Lots 91, 93 and 95 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

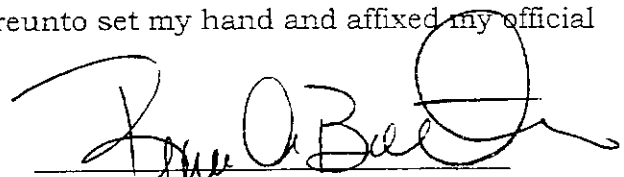
By: 
Kevin Lee
OWNER

Page 2 of 2

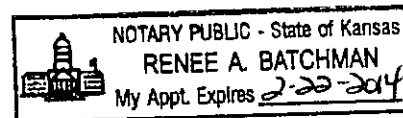
STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 22nd day of September, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin Lee, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


 Notary Public

(My Appointment Expires: 2-22-2014)





Savoy Company, P.A.
 433 S. Hydraulic
 Wichita, KS 67211-1911

PH (316) 265-0005
 FAX (316) 265-0275
 www.savoyco.com

January 27, 2010

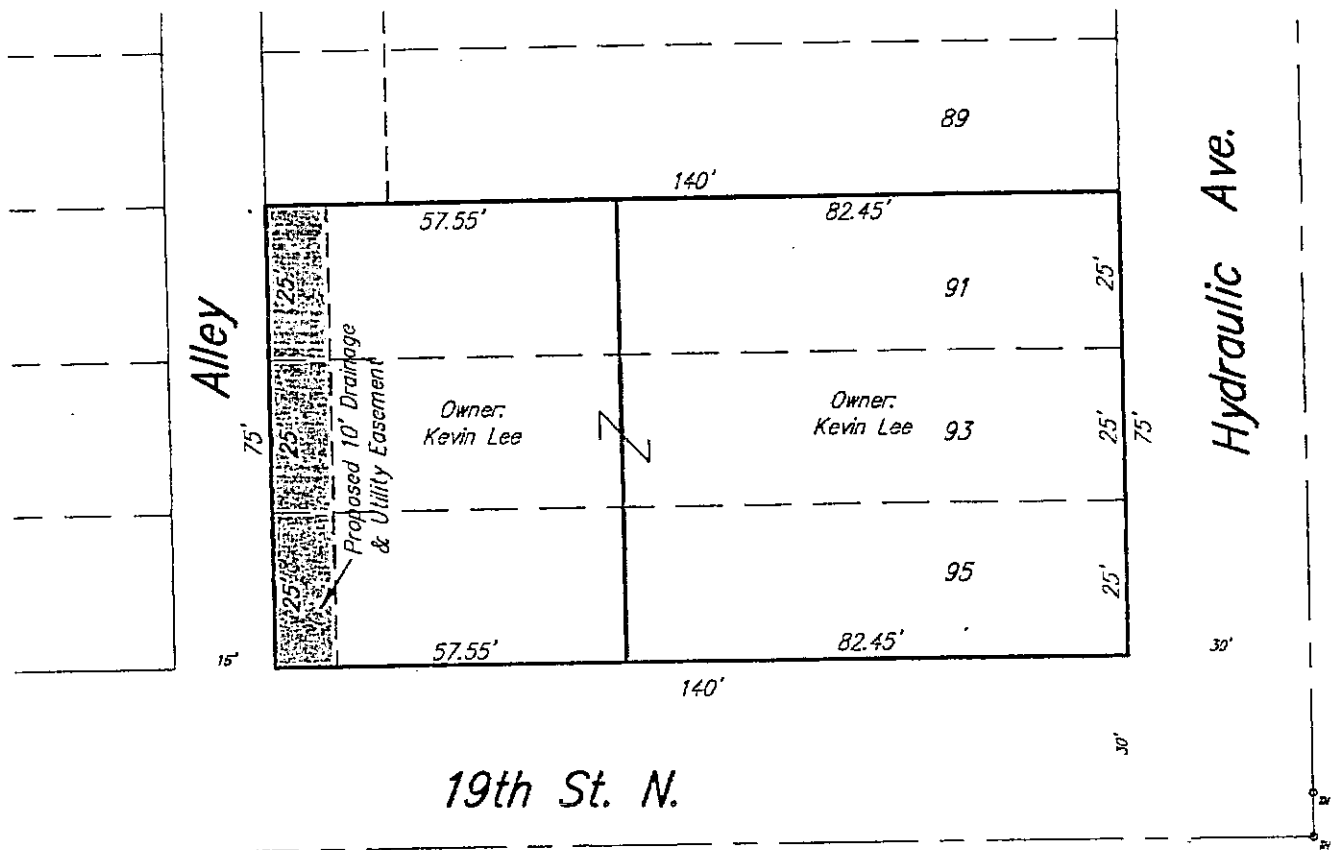
Owner: Kevin Lee

Parent Parcel:

The west 57.55 feet of Lots 91, 93 and 95 on Hydraulic Avenue,
 Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

Easement Description:

The west 10 feet of Lots 91, 93 and 95 on Hydraulic Avenue,
 Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.



PROJECT NO. 10AA11246 S

Mark A. Savoy

Land Surveyors

Brian N. Savoy



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29173342

Receipt #: 1760938
Pages Recorded: 3
Cashier Initials: BLB

Recording Fee: \$16.00
Authorized By:

Date Recorded: 10/5/2010 3:48:49 PM



Page 1 of 2

DRAINAGE & UTILITY EASEMENT

This EASEMENT made this 1st day of September, 2010, by and between, Kevin G. Kimmel of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 20 feet of Lots 87 and 89 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

By:
Kevin G. Kimmel
OWNER

Page 2 of 2

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 1st day of September, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin G. Kimmel, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Connie K. Link

Notary Public

(My Appointment Expires: Nov 16, 2010)



000029173342



Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

January 27, 2010

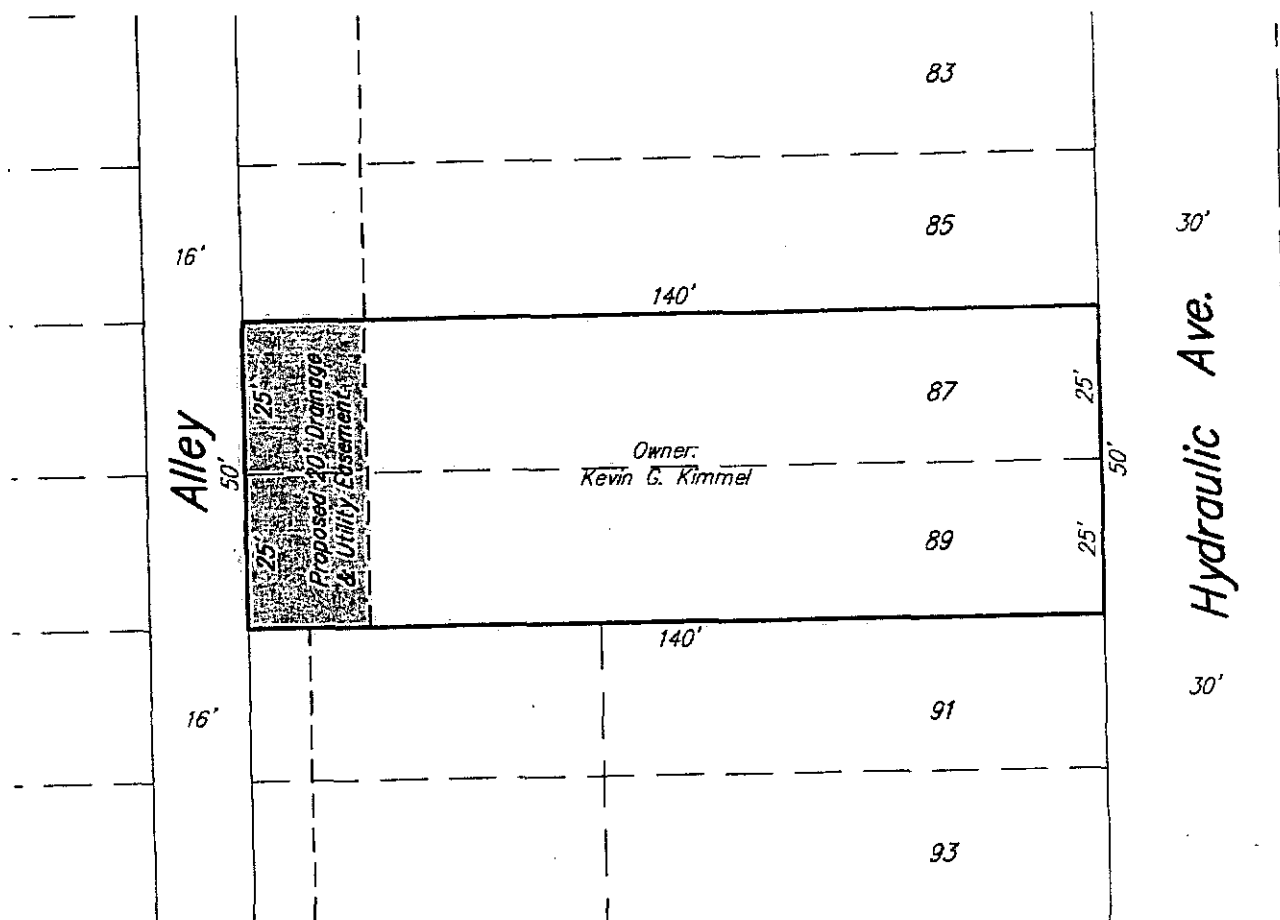
Owner: Kevin G. Kimmel

Parent Parcel:

Lots 87 and 89 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

Easement Description:

The west 20 feet of Lots 87 and 89 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.



PROJECT NO. 10AA11246 S

Mark A. Savoy

Land Surveyors
74

Brian N. Savoy



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29173343

Receipt #: 1760938
Pages Recorded: 3
Cashier Initials: BLB

Recording Fee: \$16.00
Authorized By:

Date Recorded: 10/5/2010 3:48:50 PM



Page 1 of 2

DRAINAGE & UTILITY EASEMENT

This EASEMENT made this 8th day of September, 2010, by and between, New Foundation Baptist Church of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 20 feet of Lots 69, 71, 73, 75 and 77 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

New Foundation Baptist Church

By:
PASTOR

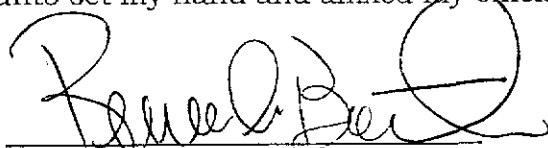
Freddie Foust

Page 2 of 2

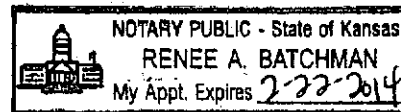
STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 8th day of September, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Freda, First Pastor ^{Re}, of New Foundation Baptist Church, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


 Notary Public

(My Appointment Expires: 2-22-2014)





Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

January 27, 2010

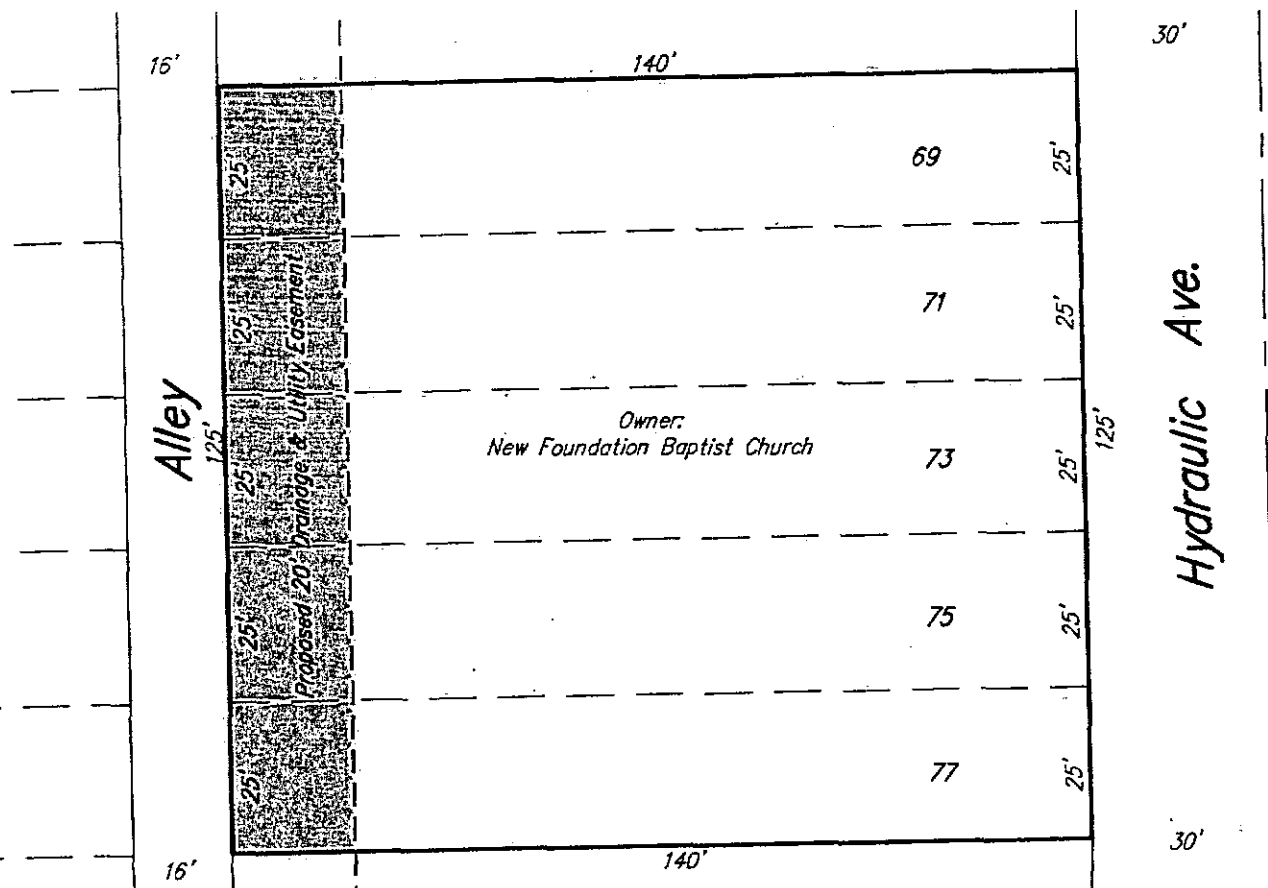
Owner: New Foundation Baptist Church

Parent Parcel:

Lots 69, 71, 73, 75 and 77 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

Easement Description:

The west 20 feet of Lots 69, 71, 73, 75 and 77 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.



PROJECT NO. 10AA11246 S

Mark A. Savoy

Land Surveyors

Brian N. Savoy



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29173344

Receipt #: 1760939
Pages Recorded: 3
Cashier Initials: BLB

Recording Fee: \$16.00
Authorized By:

Date Recorded: 10/5/2010 3:48:51 PM



Page 1 of 2

DRAINAGE & UTILITY EASEMENT

This EASEMENT made this 8th day of September, 2010, by and between, New Foundation Missionary Baptist Church of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 20 feet of Lots 65 and 67 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

New Foundation Missionary Baptist Church

By:
PASTOR
Freddie Foust

Page 2 of 2

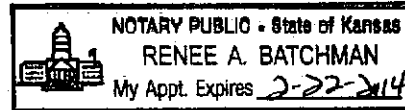
STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 9th day of September, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Freddie, First Pastor, of New Foundation Missionary Baptist Church, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


 Notary Public

(My Appointment Expires: 2-22-2014)





Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

January 27, 2010

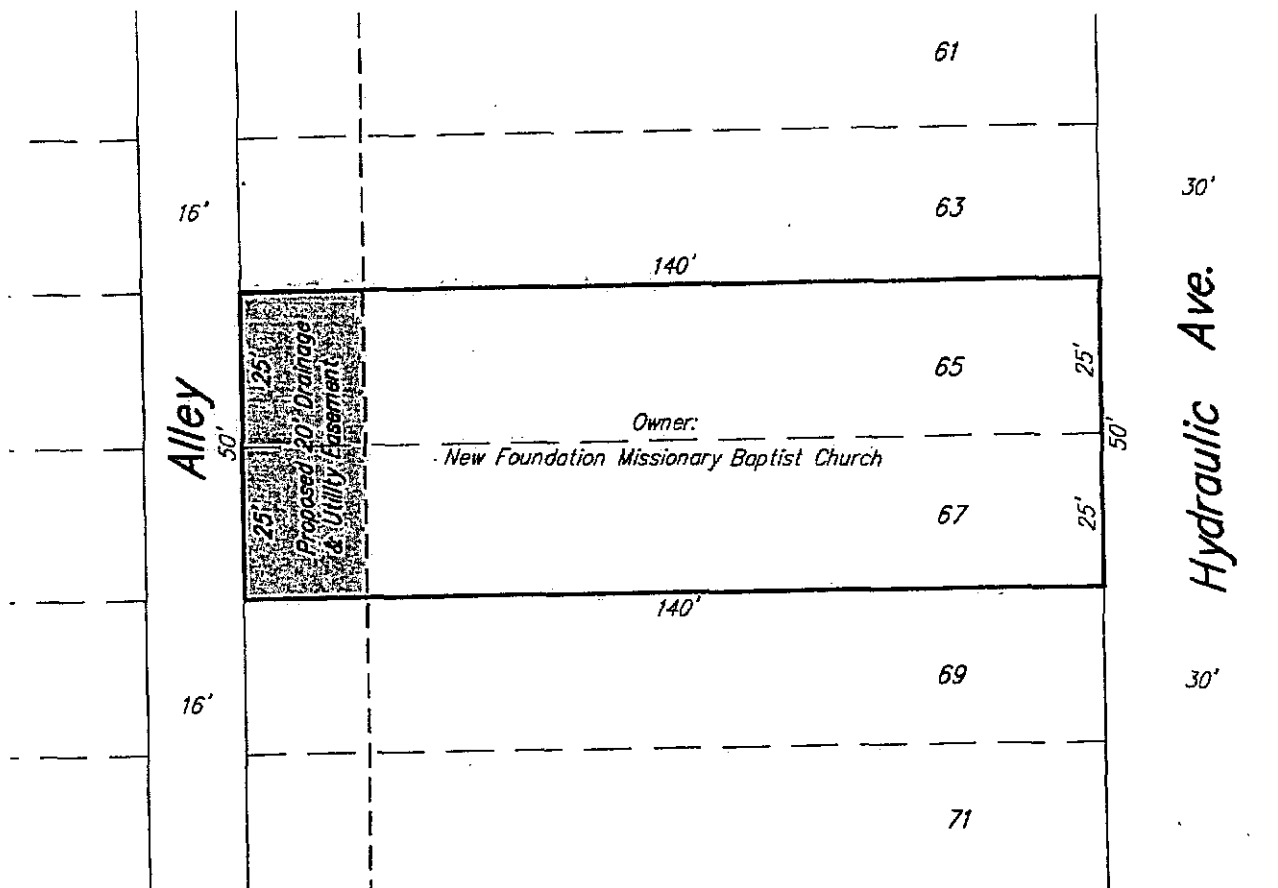
Owner: New Foundation Missionary Baptist Church

Parent Parcel:

Lots 65 and 67 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

Easement Description:

The west 20 feet of Lots 65 and 67 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.



PROJECT NO. 10AA11246 S

Mark A. Savoy

Land Surveyors
80

Brian N. Savoy



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29173345

Receipt #: 1760938
Pages Recorded: 6
Cashier Initials: BLB

Recording Fee: \$28.00
Authorized By:

Date Recorded: 10/5/2010 3:48:52 PM



Page 1 of 2

DRAINAGE & UTILITY EASEMENT

This EASEMENT made this 4th day of October, 2010, by and between, Mattie L. Bowman, of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 20 feet of Lots 83 and 85 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

By: Mattie L. Bowman
Mattie L. Bowman

by Shannon Roberts

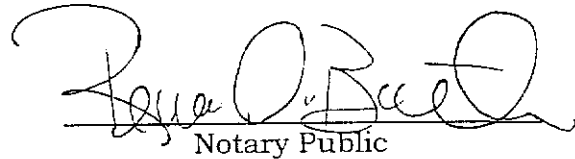
Shannon Roberts
(Power of Attorney for Mattie Bowman)

Page 2 of 2

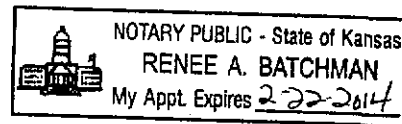
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 4th day of October, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Shannon Roberts (Power of Attorney for Mattie Bowman), personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Appointment Expires: 2-22-2014)



000029173345



Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

January 27, 2010

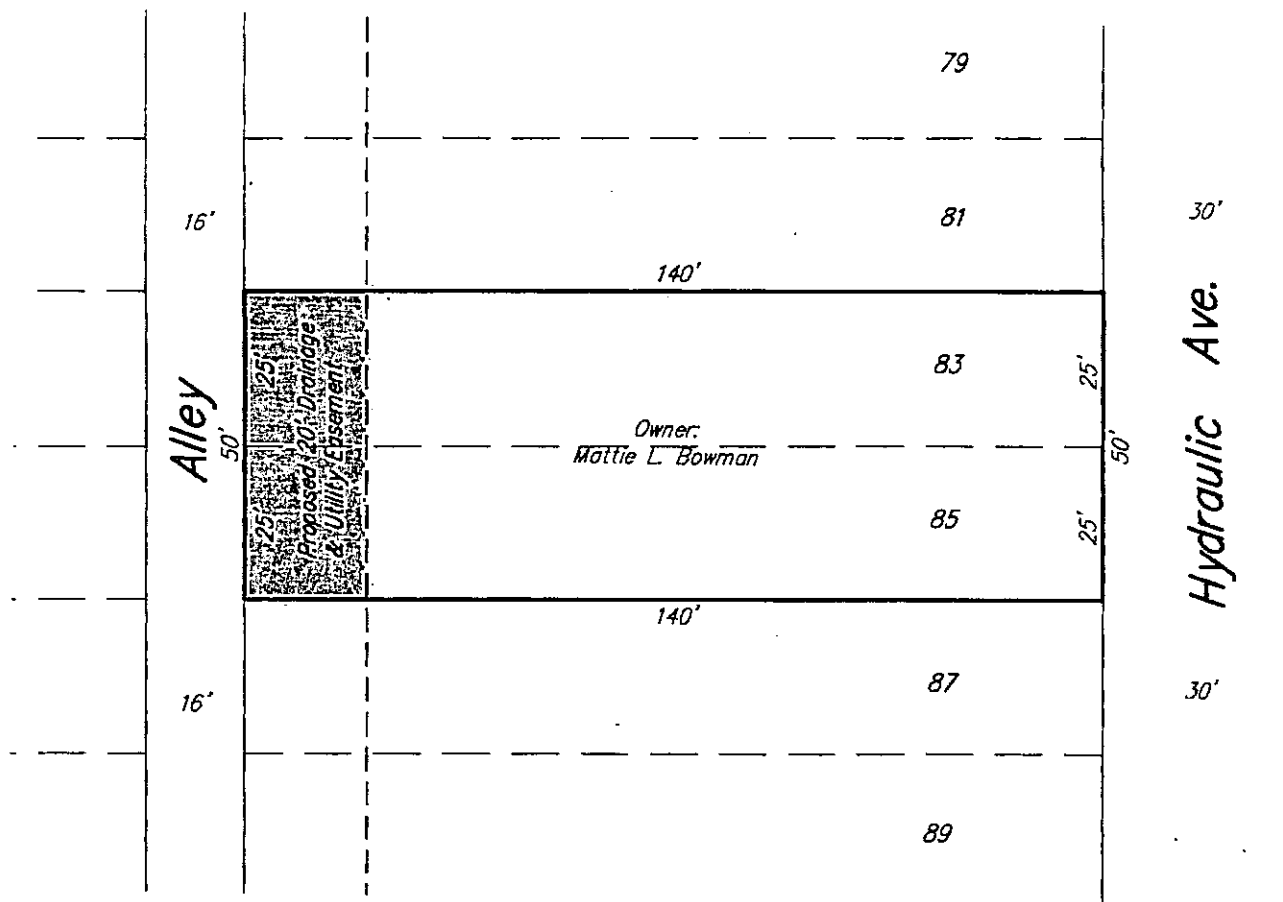
Owner: *Mattie L. Bowman*

Parent Parcel:

Lots 83 and 85 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.

Easement Description:

The west 20 feet of Lots 83 and 85 on Hydraulic Avenue, Harvey's Walnut Grove Addition to Wichita, Sedgwick County, Kansas.



PROJECT NO. 10AA11246 S

Mark A. Savoy

Land Surveyors

83

Brian N. Savoy

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, MATTIE L. BOWMAN, of Wichita, Sedgwick County, Kansas, have made, constituted and appointed and by these presents do make, constitute and appoint my daughter, SHANNON A. ROBERTS, of Wichita, Sedgwick County, Kansas, my true and lawful Attorney-In-Fact and empower her as she may decide or as is necessitated by the circumstances at the time to manage and conduct all of my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit and as my act and deed, to do and execute or to concur with persons jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds and things:

A. FINANCIAL DECISIONS

First: To buy, receive, lease, accept or otherwise acquire, to sell, convey, mortgage, hypothecate, pledge, quit claim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance of any property whatsoever and wheresoever situated, be it real, personal or mixed, for any custody, possession, interest, or right therein or pertaining thereto, upon such terms as my said Attorney-In-Fact shall think proper; and

Second: To take, hold, possess, lease, invest or let; or to otherwise manage any or all of my real, personal or mixed property, or any interest therein; to eject, remove, or relieve tenants or other persons from, and recover possession of such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof; and

Third: To investigate, do and transact all and every kind of business of whatever nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes and obligations, which may now or hereafter be due, owing or payable by me or to me; and

Fourth: To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, hypothecations, notes, bonds, vouchers, receipts and such other instruments in writing of whatsoever kind and nature as may be necessary, convenient or proper in the premises, including the power to write checks on and draw on my accounts in any financial institution, and sign checks in my name, and to use the funds so withdrawn for whatever purpose my Attorney-In-Fact shall deem proper, and further granting my Attorney-In-Fact the right of access in and to any and all safety deposit boxes, including the authority to remove from any safety deposit box all or part of the contents for such uses as my Attorneys-In-Fact shall deem proper; and

Fifth: To institute, prosecute, defend, arbitrate, compromise and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises; and

Sixth: To delegate to any person or persons any or all the powers granted herein, it being my intent and direction that my said Attorney-In-Fact may nominate and authorize such agents as is necessary in the faithful performance of any or all duties delegated under this Power of Attorney; and

B. HEALTH CARE DECISIONS

First: To consent, refuse consent, or withdraw consent to any care, treatment, service or procedure to maintain, diagnose or treat a physical or mental condition, and to make decisions about organ donation, autopsy and disposition of the body.

Second: To make all necessary arrangements at any hospital, psychiatric hospital or psychiatric treatment facility, hospice, nursing home or similar institution; to employ or discharge health care personnel to include physicians, psychiatrists, psychologists, dentists, nurses, therapists or any other person who is licensed, certified or otherwise authorized or permitted by the laws of this state to administer health care as the agent shall deem necessary for my physical, mental and emotional well being.

Third: To request, receive and review any information, verbal or written, regarding my personal affairs or physical or mental health including medical and hospital records and to execute any releases of other documents that may be required in order to obtain such information.

C. GENERAL

It is my intent and direction that the authority herein conferred shall be exercisable forthwith and shall not be affected by my subsequent disability or incapacity when and if the same should occur. This power of attorney may be revoked in writing by me at any time, but may not be revoked by any agent, guardian or conservator acting on my behalf.

WHEREFORE, giving and granting unto my said Attorney-In-Fact full authority to do everything whatsoever requisite or necessary in the premises as fully as I could or might do if personally present, hereby confirming and ratifying all that my said Attorney-In-Fact shall lawfully do or cause to be done hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand this 4 day of MARCH, 1994.

Mattie L. Bowman
Mattie L. Bowman

Mattie L. Bowman, of lawful age, being first duly sworn, upon oath states: I am the principal herein making the foregoing statement; I have read the contents thereof and know the statements therein contained to be true and correct.

Mattie L. Bowman
Mattie L. Bowman

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

SUBSCRIBED, ACKNOWLEDGED and SWORN TO before me this 4 day of MARCH, 1994, Mattie L. Bowman.

JONATHAN P. GARLAND
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXP. _____

Jonathan P. Garland
Notary Public

My Appointment Expires:

FEBRUARY 26, 1997

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Water, Sanitary Sewer, and Paving Improvements in Avalon Park 3rd Addition (north of 37th Street North, east of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City Council approved the water, sanitary sewer, and paving improvements in Avalon Park 3rd Addition on May 17, 2005.

Analysis: The proposed agreement between the City and MKEC Engineering Consultants, Inc. provides for the design of bond financed improvements consisting of water, sanitary sewer, and paving in Avalon Park 3rd Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$47,700 and will be paid by special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sanitary sewer, and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

AVALON PARK 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90076 serving Lots 1 through 35, Block 1, Avalon Park 3rd Addition (north of 37th Street North, east of Tyler) (Project No. 448 90076).

LATERAL 22, MAIN 19, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 25, Block 1, Avalon Park 3rd Addition (north of 37th Street North, east of Tyler) (Project No. 468 84010).

CANDLEWOOD from the east line of Lot 35, Block 1, to the east line of Tyler Road; **CANDLEWOOD COURT** from the south line of Candlewood to and including the cul-de-sac, to serve Lots 4 through 16, Block 1; **CANDLEWOOD COURT** from the south line of Candlewood to and including the cul-de-sac, to serve Lots 17 through 35, Block 1 (north of 37th Street North, east of Tyler) (Project No. 472 84221).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Avalon Park 3rd Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90076	<u>\$ 8,200.00</u>
Project No. 468 84010	<u>\$ 6,600.00</u>
Project No. 472 84221	<u>\$32,900.00</u>
TOTAL	<u>\$47,700.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor

to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by **120 days from notice to proceed.** (Project No. 448 90076).
 - b. Plan Development for the sewer improvements by **120 days from notice to proceed.** (Project No. 468 84010).
 - c. Plan Development for the paving improvements by **120 days from notice to proceed.** (Project No. 472 84221).

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for 135th Street West, between 13th Street North and 21st Street North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On August 24, 2010, the City entered into an agreement with MKEC Engineering Consultants, Inc. (MKEC) to design improvements on 135th Street West, between 13th Street North and 21st Street North. The fee was \$244,790. The improvement will also include the design of a 24-inch water main. Approval of that part of the design work was delayed until a determination could be made that Water Utility funding is available. An analysis of the Water Utility Capital Improvement Program (CIP) has been conducted and the design funding is available. A supplemental design agreement has been prepared for the additional work.

Analysis: The fee for the supplemental agreement is \$23,800.

Financial Considerations: MKEC's total fee including the supplemental agreement will be \$268,590. Funding for the water main design is included in the 2010 CIP Unidentified Mains-Development Project.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing a new water main to provide needed capacity to the outer limits of the City.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING CONSULTANTS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **135TH STREET WEST FROM 13TH STREET NORTH TO 21ST STREET NORTH** (Project No. 472 84925).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

24" Water line along 135th Street from 13th to 21st Street.
(Project No. 448 90489)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$23,800.00**.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for 135th Street West, between Kellogg and Auburn Hills (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On August 24, 2010, the City entered into an agreement with Professional Engineering Consultants, P.A. (PEC) to design improvements for 135th Street West, between Kellogg and Auburn Hills. The fee was \$149,432. The improvement will also include designing 16-inch and 30-inch water mains, which shall tie into the lines being designed on West Kellogg from 111th to 151st. Approval of that part of the design work was delayed until a determination could be made that Water Utility funding is available. An analysis of the Water Utility Capital Improvement Program (CIP) has been conducted and the design funding is available. A supplemental design agreement has been prepared for the additional work.

Analysis: The fee for the supplemental agreement is \$55,000.

Financial Considerations: PEC's total fee including the supplemental agreement will be \$204,432. Funding for the water main design is included in the 2010 CIP Unidentified Mains-Development Project.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing a new water main to provide needed capacity to the outer limits of the City.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **135TH STREET WEST, KELLOGG TO AUBURN HILLS ADDITION** (Project No. 472 84915).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

The ENGINEER shall design 16-inch and 20-inch water mains from the south R/W of Kellogg to near Onewood Street. The waterlines shall tie into the lines being designed as part of PEC's contract to design West Kellogg improvements from 111th to 151st and shall include approximately 2,500' of 16-inch and 2900' of 30-inch waterlines. (Project No. 448 90484)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$55,000.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ATTEST:

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for the 21st Street and Maize Road Intersection (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On August 24, 2010, the City entered into an agreement with MKEC Engineering Consultants, Inc. (MKEC) to design improvements at the 21st Street and Maize Road intersection. The fee was \$217,530. The improvement will also include the design of a 30-inch water main. Approval of that part of the design work was delayed until a determination could be made that Water Utility funding is available. An analysis of the Water Utility Capital Improvement Program (CIP) has been conducted and the design funding is available. A supplemental design agreement has been prepared for the additional work.

Analysis: The fee for the supplemental agreement is \$51,040.

Financial Considerations: Baughman's total fee including the supplemental agreement will be \$268,570. Funding for the water main design is included in the 2010 CIP Unidentified Mains-Development Project.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing a new water main to provide needed capacity to the outer limits of the City.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
BAUGHMAN COMPANY, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **21ST STREET & MAIZE ROAD INTERSECTION** (Project No. 472 84924).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

30" Water Line
(Project No. 448 90488)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$51,040.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

CITY OF WICHITA

Carl Brewer Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

N. Brent Wooten, President

ATTEST:

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Change Order No. 1: Storm Water Drain to serve an area along Maize, south of 29th Street North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the change order.

Background: On September 22, 2009, the City Council approved a contract with Wildcat Construction Company to construct drainage improvements to serve an area on both sides of Maize, south of 29th Street North. Extremely rainy weather during construction created additional work that should be addressed as a change order. Also, additional work items are needed to improve access to a pump station that was part of the project, reduce future maintenance costs and enhance radio communication with the City's Central Maintenance Facility.

Analysis: Work items relating to the extreme rainy conditions included removal of soil washed into a detention pond bottom, heavier rip rap to control erosion and additional rock base due to high ground water. Also, International Fire Code requires a 12' wide emergency access road from Maize Road to a pump station. A wider drive approach and access road for maintenance equipment is needed to accommodate large vacuum trucks. Radio path surveys indicate that radio antennas need to be taller than planned for clear signals to reach the Central Maintenance Facility. An itemized list of the work items is included in the attached change order document.

Financial Considerations: The total cost of the additional work is \$78,217 with the total paid by City General Obligation bonds. The original contract amount is \$1,305,000. This change order represents 6% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving drainage in an existing neighborhood and for new development.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.

**To: Wildcat Construction****Project: SWD #332, Ph. 2 – Pearson
Commercial and New Market****Change Order No.: 1****Project No.: 468-84396a****Purchase Order No.: 930898****OCA No.: 751463****CHARGE TO OCA No.: 751463****PPN: 485354****Please perform the following extra work at a cost not to exceed \$78,217.00**

Additional Work: Install security screens over louvers on both pump stations. Enlarge roof Hatches on the East pump station.

Reason for Additional Work: Security screens are needed to protect fan louvers from possible vandalism. Enlarge roof hatches to facilitate replacement of pumps.

Items (751463)	Negot'd/Bid	Qty	Unit Price	Extension
Security Screens	Negot'd	2.0 ea	\$402.50	\$805.00
Roof Hatches	Negot'd	2.0 ea	\$2,521.00	\$5,042.00

Additional Work: Install 5'x3' manhole with two ring and lids.

Reason for Additional Work: During construction of the East pump station, after every rain event, the responsibility of dewatering pond basin was assigned to the City in order to save money on previous contract. While Line 1 is installed, its 36" outflow pipe will be used for dewatering. In order to complete Line 1 and concrete drive to pump station, a 5'x3' manhole (sta. 1+00) is needed to accommodate continued dewatering.

Items (751463)	Negot'd/Bid	Qty	Unit Price	Extension
5' x 3' Manhole	Negot'd	1.0 ea	\$4,700.50	\$4,700.00

Additional Work: Add 1"x4" rock base to subgrade.

Reason for Additional Work: Upon excavation it was found that the subgrade was saturated and water was present just below pavement elevation due to poor soil conditions. City requests that an additional 64 sy of 1"x4" rock base be used.

Items (751463)	Negot'd/Bid	Qty	Unit Price	Extension
1" x 4" Rock Base	Negot'd	1.0 LS	\$2,400.00	\$2,400.00

Additional Work: Construct emergency access road to West pump station.

Reason for Additional Work: Per Chapter 5, 2000 edition of the IFC, a 12' wide emergency access road with Geogrid and 5" AB-3 to the West pump station is necessary. A cable gate with posts will restrict access.

Items (751463)	Negot'd/Bid	Qty	Unit Price	Extension
Emergency Access Road	Negot'd	1.0 LS	\$14,240.00	\$14,240.00

Additional Work: Add 64 sf of 4" concrete sidewalk.

Reason for Additional Work: Replace additional sidewalk panels at City's request.

<u>Items (751463)</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
4" Concrete Sidewalk	Negot'd	64.0 sf	\$3.00	\$192.00

Additional Work: Modify pipe grates for 36" RCP out flow pipes.

Reason for Additional Work: Planned pipe grates needed to be modified to fit existing pipes in order to be anchored correctly.

<u>Items (751463)</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Re-fabricate 36" Pipe Grates	Negot'd	1.0 LS	\$500.00	\$500.00

Additional Work: Re-fabricate catwalk support beam

Reason for Additional Work: The catwalk support beam located in the lower level of the East pump station is in conflict with pump piping. In order to correct, beam support is to be shortened and cantilever over to wall at a 90 degree angle to said beam.

<u>Items (751463)</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Catwalk Support Beam	Negot'd	1.0 LS	\$928.00	\$928.00

Additional Work: Drive widening.

Reason for Additional Work: Drive approach radius was enlarged and concrete pavement widened from 12' to 20' in order for City crews to drive the required large vacuum trucks up to wet well for the length of the drive.

<u>Items (751463)</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Drive Widening	Negot'd	1.0 LS	\$23,850.00	\$23,850.00

Additional Work: Remove excess silt.

Reason for Additional Work: Due to wet winter and spring seasons, excess soil and silt was washed into pond bottom and needed to be removed before final restoration to maintain detention volume.

<u>Items (751463)</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Remove Excess Silt from detention pond	Negot'd	1.0 LS	\$8,800.00	\$8,800.00

Additional Work: Construct remote antenna tower for SCADA system.

Reason for Additional Work: Radio path surveys completed by the contractor required antennas to be taller than planned. In order to get signal back to CMF, external antennas were installed adjacent to the buildings.

<u>Items (751463)</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Remote Antenna	Negot'd	2.0 ea	\$4,530.00	\$9,060.00

Additional Work: Extend transducer cable.

Reason for Additional Work: Plans called for 40' of transducer cable to be installed. However, the pump station is approximately 150' from the transducer intake requiring additional cable to be directional drilled under wetlands.

Items (751463)	Negot'd/Bid	Qty	Unit Price	Extension
Extend Transducer Cable	Negot'd	1.0 LS	\$4,800.00	\$4,800.00

Additional Work: Install heavy stone rip-rap.

Reason for Additional Work: In order to mitigate long term erosion issues due to sandy bank slope, heavy stone rip-rap is required on the slope.

Items (751463)	Negot'd/Bid	Qty	Unit Price	Extension
Heavy Stone Rip-rap	Negot'd	133.0 sy	\$21.80	\$2,900.00

TOTAL COST = \$78,217.00

CIP Budget Amount: \$4,260,000.00

Original Contract Amt.: \$1,305,000.00

Consultant: PEC

Current CO Amt.: \$78,217.00

Exp. & Encum. To Date: \$3,754,610.40

Amt. of Previous CO's: \$0.00

Total of All CO's: \$78,217.00

CO Amount: \$78,217.00

% of Orig. Contract / 25% Max.: 6%

Unencum. Bal. After CO: \$427,172.60

Adjusted Contract Amt.: \$1,383,217

Recommended By:

Greg Baalman, P.E.
Construction Engineer

Date

Approved:

Contractor

Date

Approved:

Jim Armour, P.E.
City Engineer,
Co-Director of Public Works & Utilities

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of a Power Line Easement at the Northeast Corner 183rd Street West and 117th Street North for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the project and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River. It is then transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita.

Analysis: A 10 foot by 115 foot area at the northeast corner of 183rd Street West and 117th Street North is required as a power line easement. The proposed acquisition area consists of 0.03 acres. The seller agreed to convey the necessary easements for \$500; the established minimum offer.

Financial Considerations: A budget of \$900 is requested for recording and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funding for this particular transaction.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Agreement; 2) Authorize the necessary signatures; and 3) Approve the budget.

Attachments: Real Estate Purchase Agreement and tract map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Donna P. O'Neal, Trustee of the Donna P. O'Neal Living Trust (as to an undivided one-half interest) and Virgil L. O'Neal, Trustee of the Virgil L. O'Neal Living Trust (as to an undivided one-half interest), party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (AERIAL POWERLINE EASEMENT): The South 40 feet of the West 145 feet of the Southwest Quarter of Section 4, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the South and West 30 feet thereof for road right of way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Hundred Dollars and No Cents (\$500.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 15, 2010.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Donna P. O'Neal
Donna P. O'Neal, Trustee
Donna P. O'Neal Living Trust
(as to an undivided one-half interest)

Virgil L. O'Neal POA
Virgil L. O'Neal, Trustee
Virgil L. O'Neal Living Trust
(as to an undivided one-half interest)

BUYER:

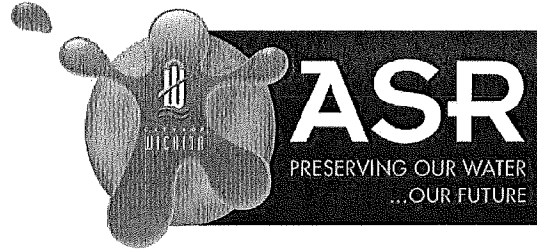
Carl Brewer, Mayor

ATTEST:

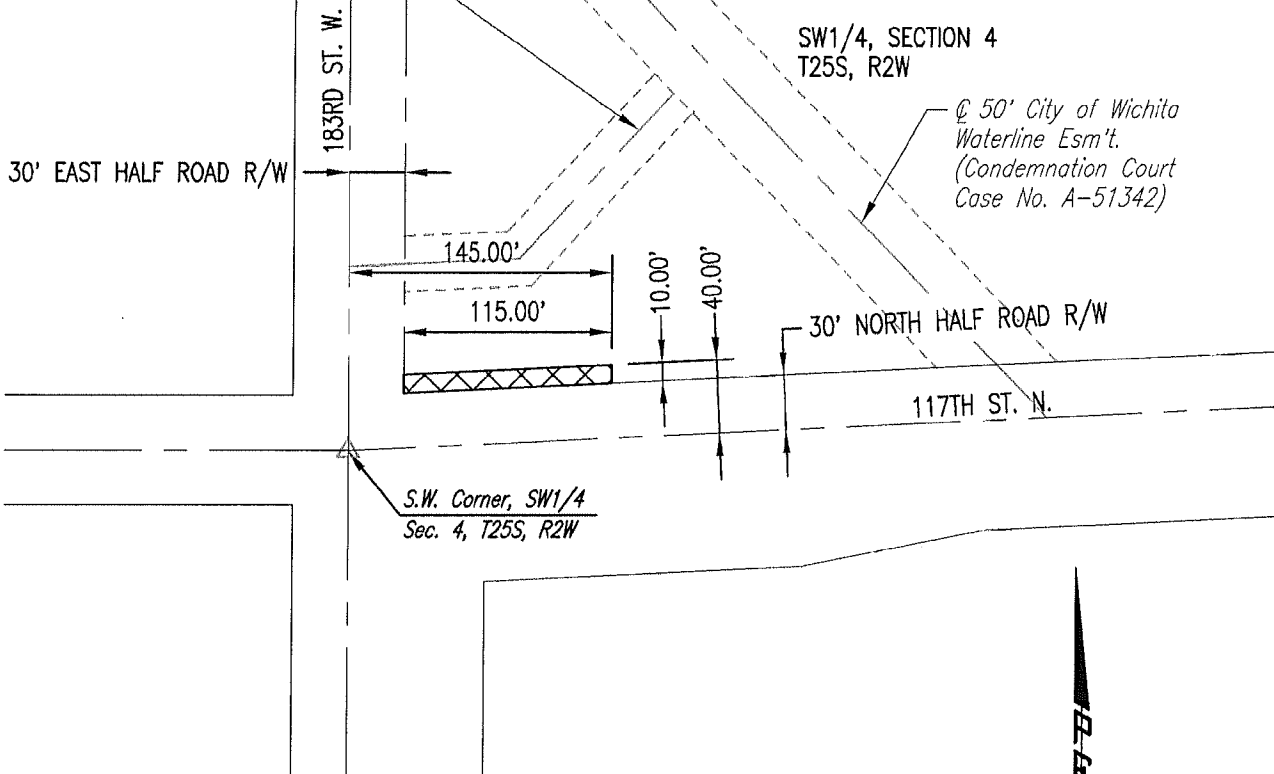
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

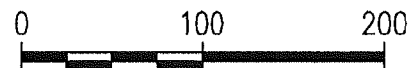


© 30' City of Wichita
Waterline Esm't.
(Condemnation Court
Case No. A-67771)



LEGEND:

POWERLINE EASEMENT



TRACT 147
LAND OWNER:
O'NEAL, DONNA P. & VIRGIL L. LIVING TRUSTS

AERIAL POWERLINE EASEMENT:

The South 40 feet of the West 145 feet of the Southwest Quarter of Section 4, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the South and West 30 feet thereof for road right of way.

Said tract contains 0.03 acres, more or less.

CITY OF WICHITA
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of a Power Line Easement at the Northwest Corner of 87th Street West and 117th Street North for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the project and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River. It is then transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita.

Analysis: A 50 foot by 100 foot area at the northwest corner of 87th Street and 117th Street is required as a power line easement. The proposed acquisition area consists of 0.11 acres. The seller agreed to convey the necessary easements for \$500; the established minimum offer.

Financial Considerations: A budget of \$900 is requested for recording and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funding for this particular transaction.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Agreement; 2) Authorize the necessary signatures; and 3) Approve the budget.

Attachments: Real Estate Purchase Agreement and tract map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 2 day of Nov, 2010 by and between the Hines Living Trust, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Powerline) The East 130 feet of the South 180 feet of the Southeast Quarter of Section 5, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas. EXCEPT the South 130 feet thereof, and EXCEPT the East 30 feet thereof for road right of way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Hundred Dollars and No Cents (\$500.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 15, 2010.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

R. Steven Hines, Trustee
R. Steven Hines, Trustee
Hines Living Trust

Marilee V. Hines, Trustee
Marilee V. Hines, Trustee
Hines Living Trust

BUYER:

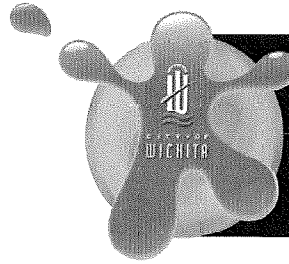
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

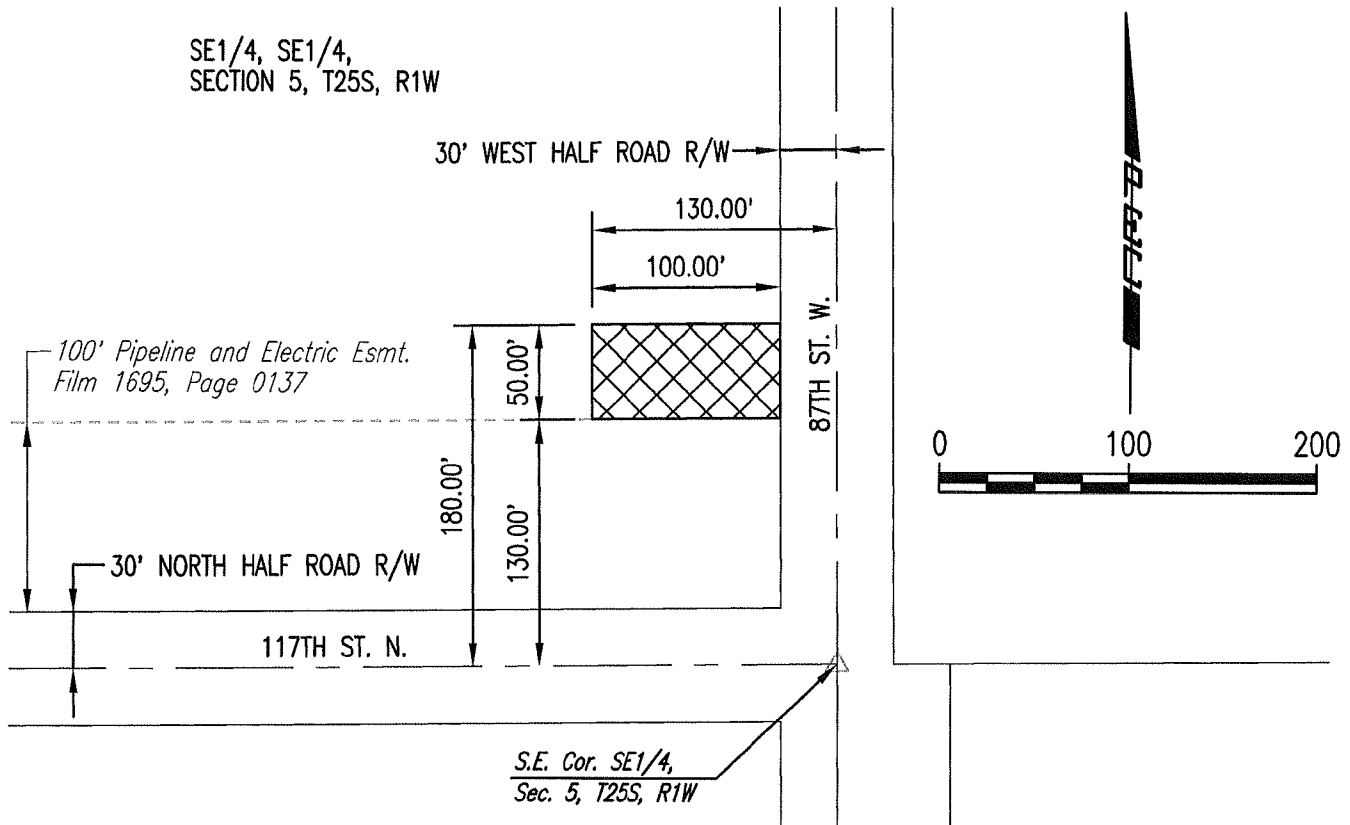
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



ASR

PRESERVING OUR WATER
...OUR FUTURE



LEGEND:



POWERLINE EASEMENT

TRACT 115
LAND OWNER:
HINES LIVING TRUST

POWERLINE EASEMENT:

The East 130 feet of the South 180 feet of the Southeast Quarter of Section 5, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas. EXCEPT the South 130 feet thereof, and EXCEPT the East 30 feet thereof for road right of way.

Said tract contains 0.11 acres, more or less.

CITY OF WICHITA
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1021 West 31st Street South for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 1021 West 31st Street South is improved with a QuikTrip. It is necessary to acquire a 112 square foot triangular area at the corner of Seneca and 31st Street to allow for the road improvements.

Analysis: The acquisition was valued at \$1,125, or \$10 per square foot. Upon presentation of the offer, the landowner accepted this amount.

Financial Considerations: The funding source for the acquisition is General Obligations Bonds. A budget of \$1,875 is requested. This includes \$1,125 for the acquisition area and \$750 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Accept the agreement; 2) Approve the budget and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map and real estate agreement.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this **3rd day of November, 2010** by and between QuikTrip Corporation, an Oklahoma corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient limited warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

A triangular tract of land located in the Northwest Corner of Reserve A, Cumley's Addition, an addition to Wichita, Sedgwick County, Kansas. More particularly described as follows; Beginning at the Northwest Corner of said Reserve A; thence East 15 feet along the North line of said Reserve A; thence Southwest to a point on the West line of said Reserve A 15 feet South of the said Northwest Corner of said Reserve A; thence North along said West line to the point of beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of One Thousand One Hundred and Twenty-five Dollars and Zero Cents (\$1,125.00) in the manner following to-wit: cash at closing.
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2010.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

Remainder of page intentionally left blank.

11. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

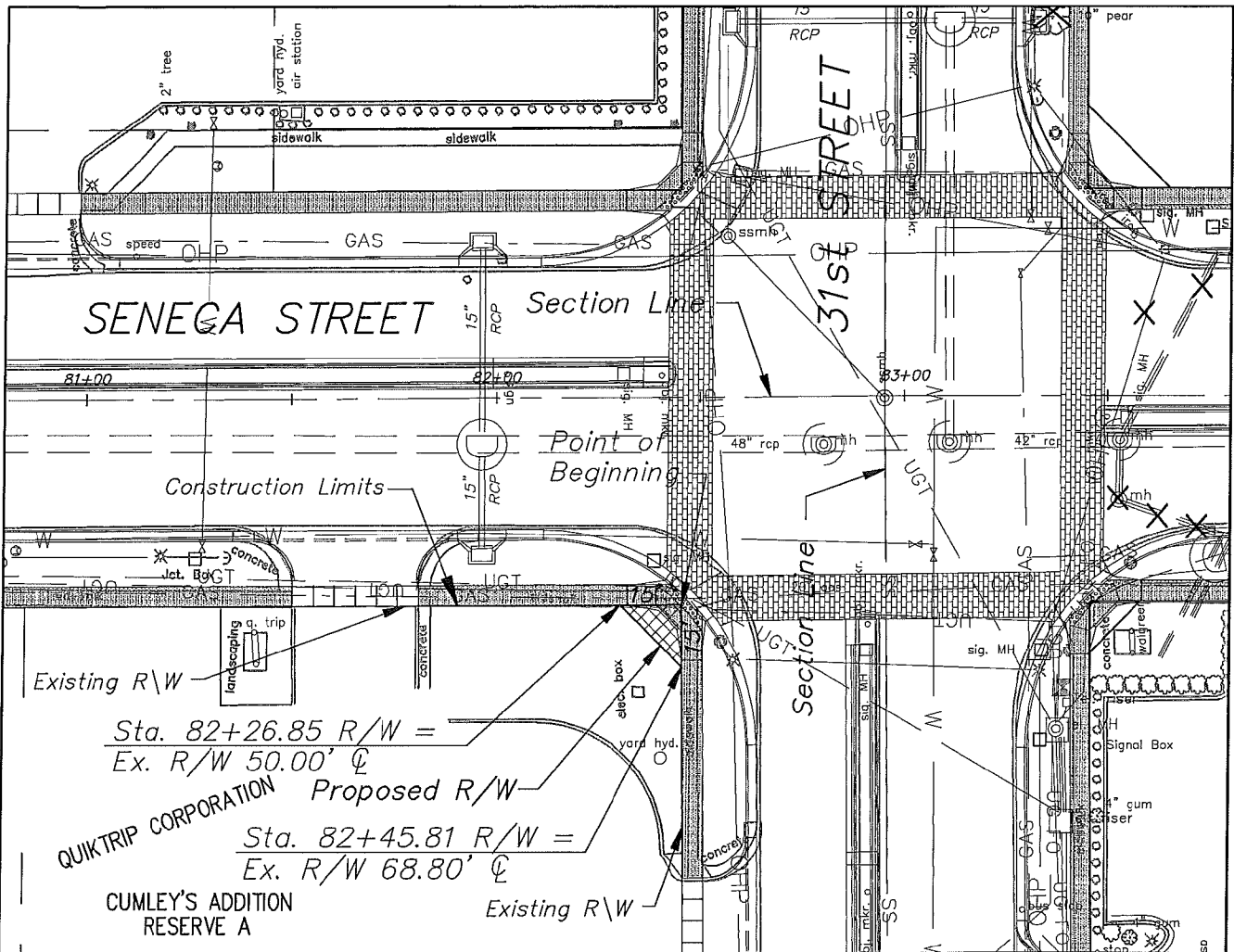
Gary E. Rebenstorf, Director of Law

SELLER:

QuikTrip Corporation, an Oklahoma corporation



Larry Dickerson, Director of Real Estate




Quiktrip

Proposed R/W ACQ. LEGAL

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

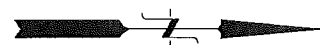
A triangular tract of land located in the Northwest Corner of Reserve A, Cumley's Addition, an addition to Wichita, Sedgwick County, Kansas. More particularly described as follows; Beginning at the Northwest Corner of said Reserve A; thence East 15 feet along the North line of said Reserve A; thence Southwest to a point on the West line of said Reserve A 15 feet South of the said Northwest Corner of said Reserve A; thence North along said West line to the point of beginning.

 Proposed Right-of-Way

Tax Key # D 10755

Proposed Right-of-way Acquisition Size: 112.5 Sq. Ft. +/-

SENECA STREET
I-235 TO 31st STREET
TRACT MAP
QUIKTRIP CORPORATION
SEC 8-T28S-R1E



SCALE: 1"=40'



1021 W 31st ST S (QUIKTRIP)

D10755

- ☐ Identified Features
- ☐ Property Parcels
- Roads**

State Highway

US Federal Highway

Interstate

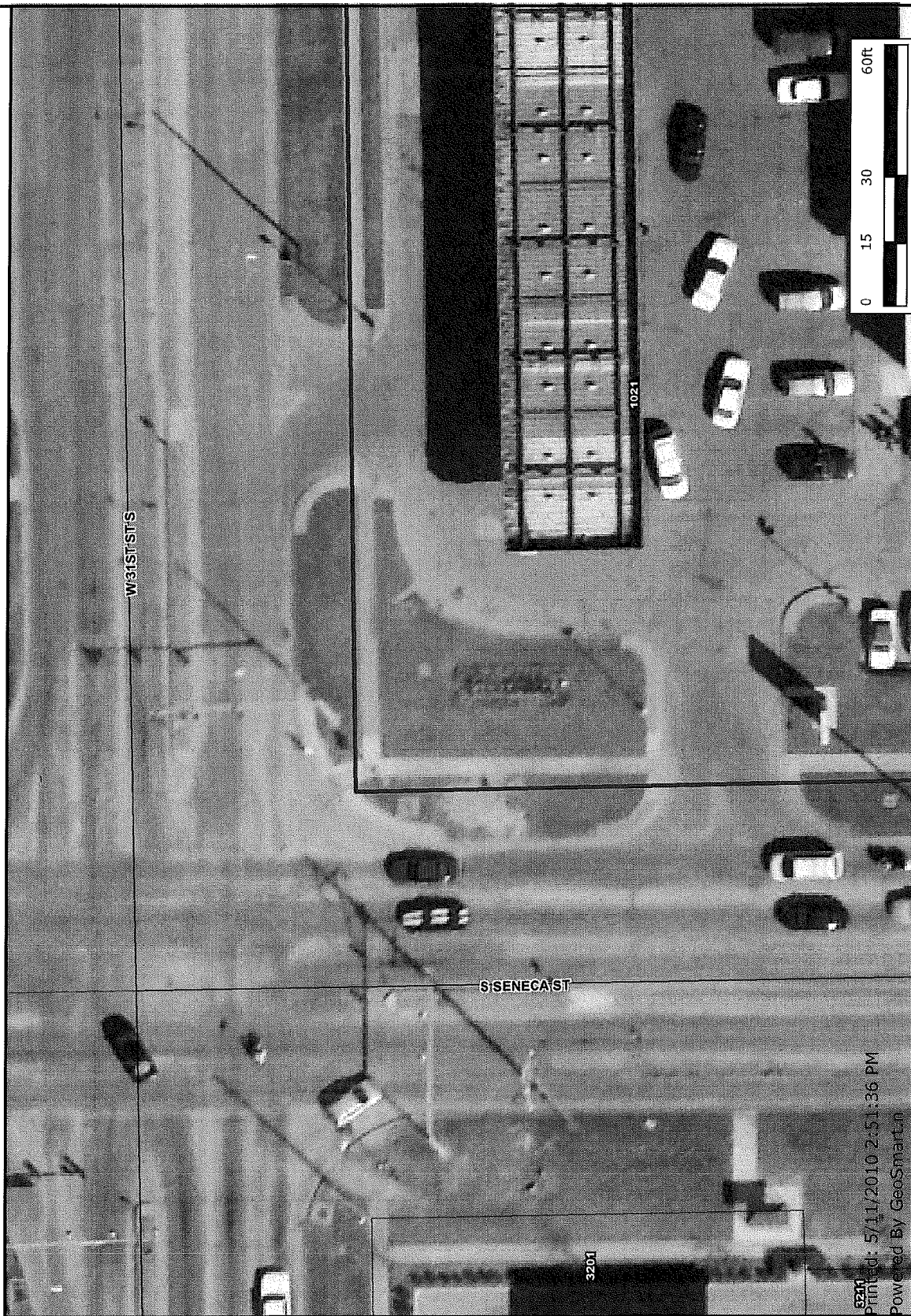
KTA

Arterial

Collector

Minor

Ramp



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Powered By GeoSmart



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of Land in the 1800 Block of East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. In the 1800 Block of East 13th Street North, there is a 2,000 square foot tract of land immediately adjacent to the improvements of 1356 North Kansas. The tract is currently vacant and too small for development. The proposed road project impacts the north twenty-five feet of the property resulting in an acquisition of the whole parcel.

Analysis: The owners agreed to convey the proposed acquisition for the appraised value of \$1,080, or \$0.54 per square foot. The remnant land will be maintained as green space.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,300 is requested. This includes \$1,080 for the acquisition and \$220 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

PROJECT: 13th Street North DATE: September 13, 2010
COUNTY: Sedgwick TRACT NO.: 118

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 29 day of OCT., 2010, by and between

Christopher A. Mick and Shelby C. Evans, husband and wife

720 W 17th Street

Newton, KS 67114

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 2,000 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 1,080.00

TOTAL:

\$ 1,080.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: 

Christopher A. Mick

By: 

Shelby C. Evans

THE CITY OF WICHITA

ATTEST:

By: _____

Carl Brewer, Mayor

By: _____

Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Christopher A. Mick

If mortgage or other liens, show names of holders: _____

Real estate taxes for 2006 - \$27.96 + 2007- \$38.73+, 2008 - \$36.51+, and 2009-\$35.51
unpaid

REMARKS: Please make two checks one in the amount of \$349.49 Made payable to Sedgwick County Treasure
Taxes in arrears. Remainder of settlement to Property Owners

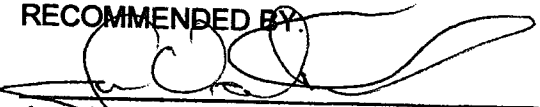
PIN/APN C 00999

Security Title File Number 2000828

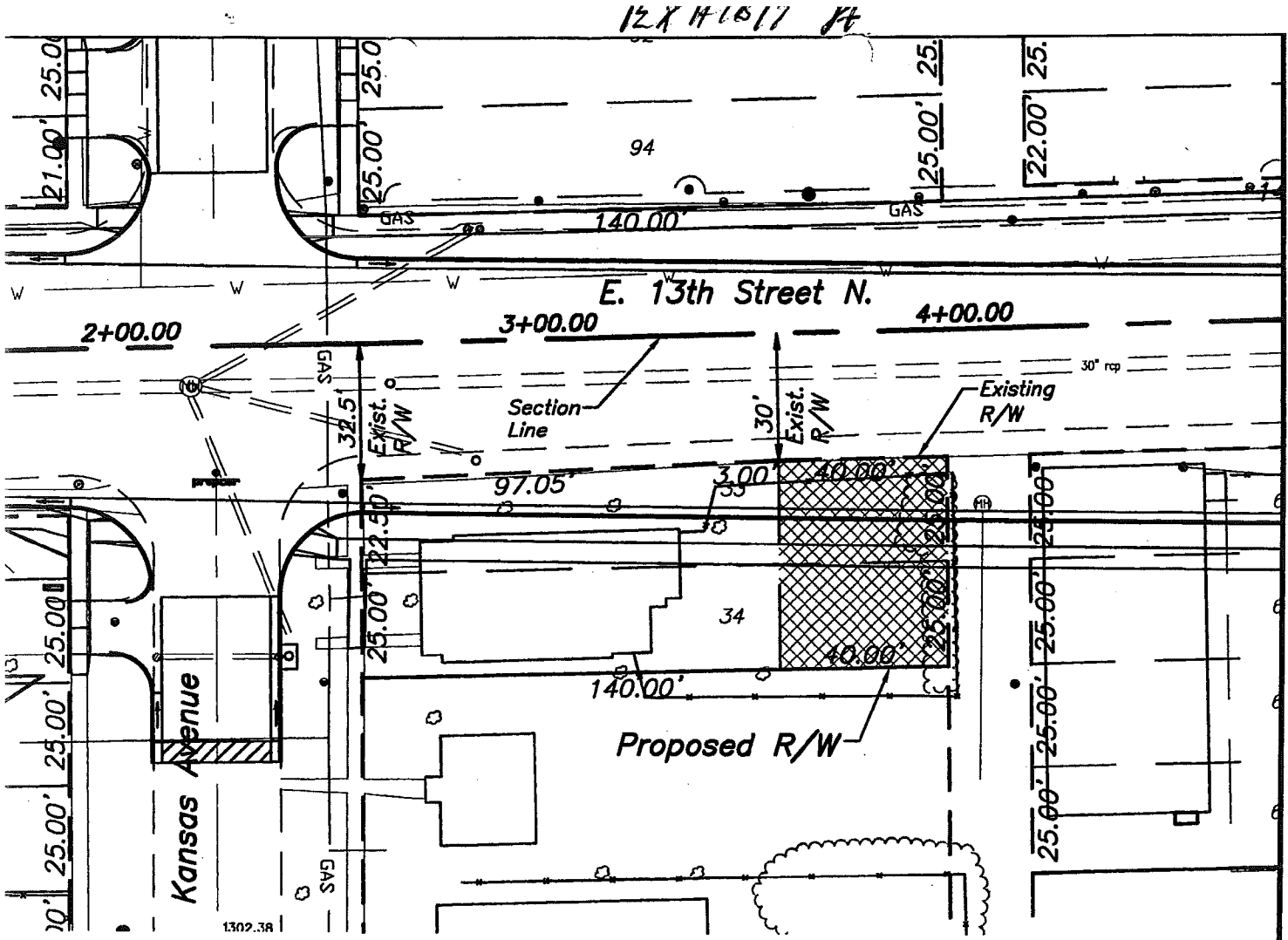
APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:



Joe Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

tract of land in Lot 33 & 34, Rosenthal's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

1/2 of the east 40.00 feet of said Lot 33 & 34 as platted in Rosenthal's 2nd addition.

TAX KEY #: C00999

R/W ACQUISITION SIZE: 2,000 sq. ft.



PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

CHRISTOPHER MICK
SEC 15-T27-D1E



SCALE: 1" = 40'

Tract No. 118

1800 East 13th Street



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting

November 23, 2010

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I, III and IV

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On November 1, 2010, the Board of Code Standards and Appeals conducted hearings on the three (3) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 1715 N. Chautauqua	I
b. 2564 S. Holyoke	III
c. 1313 W. 55 th S.	IV

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation

consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on January 4, 2011 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1715 N. CHAUTAUQUA** and legally described as: **LOTS 59 AND 61, ON MT. OLIVE, NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **January 4, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 37 x 28 feet in size. Vacant for at least 2 years, this structure has a cracking concrete block foundation; missing vinyl siding; and the rear porch is deteriorated.

(b) Street Address: 1715 N. CHAUTAUQUA

(c) Owners:
Alvin D. Robinson
2615 N. Vassar
Wichita, KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Jeanette C. Jones
1565 Billy Drive
Winston Salem, NC 27107-2376

Celina E. Robinson
PO Box 8632
Wichita, KS 67208

(g) Mortgage Holder(s):
Key Bank NA
c/o James M. McNeile
4601 College Blvd Suite #200
Leawood, Kansas 66211

(h) Interested Parties: None

DATE: November 3, 2010

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1715 N. CHAUTAUQUA

LEGAL DESCRIPTION: LOTS 59 AND 61, ON MT. OLIVE, NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 37 x 28 feet in size. Vacant for at least 2 years, this structure has a cracking concrete block foundation; missing vinyl siding; and the rear porch is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 26, AND DECEMBER 3, 2010
RESOLUTION NO. 10-308**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 59 AND 61, ON MT. OLIVE, NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1715 N. CHAUTAUQUA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **23rd day of November 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **4th day of January 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 59 AND 61, ON MT. OLIVE, NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1715 N. CHAUTAUQUA**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 37 x 28 feet in size. Vacant for at least 2 years, this structure has a cracking concrete block foundation; missing vinyl siding; and the rear porch is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **23rd day of November 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2564 S. HOLYOKE (FOURPLEX)** and legally described as: **LOT 37, BLOCK G, PLANEVIEW SUBDIVISION NO. 1 BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **January 4, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 113 x 34 feet in size. Vacant and open, this structure has missing vinyl siding; badly worn composition roof with holes; and the rear enclosed porch is collapsed.

(b) Street Address: 2564 S. HOLYOKE (fourplex)

(d) Owners:
Christopher L. McPhaul
3103 E. Kite
Wichita, KS 67219

Fred Deon Mitchell
3441 E. Munger Ln
Wichita, KS 67210

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: November 3, 2010

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 2564 S. HOLYOKE (fourplex)

LEGAL DESCRIPTION: LOT 37, BLOCK G, PLANEVIEW SUBDIVISION NO. 1 BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 113 x 34 feet in size. Vacant and open, this structure has missing vinyl siding; badly worn composition roof with holes; and the rear enclosed porch is collapsed.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. The building has parts, which are so attached that they may fall and injure other property or the public.**
- E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 26, AND DECEMBER 3, 2010
RESOLUTION NO. 10-309**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 37, BLOCK G, PLANEVIEW SUBDIVISION NO. 1 BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS KNOWN AS 2564 S. HOLYOKE (FOURPLEX)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **23rd day of November 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **4th day of January 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 37, BLOCK G, PLANEVIEW SUBDIVISION NO. 1 BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, known as: 2564 S. HOLYOKE (fourplex), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 113 x 34 feet in size. Vacant and open, this structure has missing vinyl siding; badly worn composition roof with holes; and the rear enclosed porch is collapsed.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **23rd day of November 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1313 W. 55TH S** and legally described as: **THE EAST 10 ACRES OF THE WEST 30 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **January 4, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame commercial building about 30 x 60 feet in size. Vacant for at least 1 1/2 years, this structure has rotted and missing wood siding, sagging and badly worn composition roof, with holes; deteriorated front porch; dilapidated rear porch, with collapsing stairs and landing; and the wood trim and framing members are rotted.

(b) Street Address: 1313 W. 55TH S

(c) Owners:
Norman Massey Jr. & Shirley Massey
1561 Castle Rock Rd
Wichita, KS 67230

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: November 3, 2010

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 1313 W. 55TH S

LEGAL DESCRIPTION: THE EAST 10 ACRES OF THE WEST 30 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame commercial building about 30 x 60 feet in size. Vacant for at least 1 1/2 years, this structure has rotted and missing wood siding, sagging and badly worn composition roof, with holes; deteriorated front porch; dilapidated rear porch, with collapsing stairs and landing; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. The building has parts which are so attached that they may fall and injure other property or the public.**
- B. Those structurally unsafe and liable to fall or collapse or that having vertical structural members or supports that lean, list or buckle to an extent that safety is questionable.**
- C. Those, which have improperly distributed loads upon the floors or roofs or in, which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used.**
- D. Those, which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.**
- E. Those having light, air, and sanitation facilities which are inadequate to protect the health, safety or general welfare of human beings who live or may live therein.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 26, AND DECEMBER 3, 2010
RESOLUTION NO. 10-310**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE EAST 10 ACRES OF THE WEST 30 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS KNOWN AS 1313 W. 55TH S** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **23rd day of November 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **4th day of January 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE EAST 10 ACRES OF THE WEST 30 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS**, known as: 1313 W. 55TH S, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame commercial building about 30 x 60 feet in size. Vacant for at least 1 1/2 years, this structure has rotted and missing wood siding, sagging and badly worn composition roof, with holes; deteriorated front porch; dilapidated rear porch, with collapsing stairs and landing; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **23rd day of November 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk



DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for October, 2010
DATE: November 3, 2010

The following claims were approved by the Law Department during the month of October, 2010.

Attebery, Eric	\$ 1,638.95****
Barnes, Shari	\$ 818.07
Branstetter, James	\$ 1,993.81****
Chapin, Jonathan	\$ 990.38****
Duncan, Terry	\$ 1,907.70
Dunmire, Rachel	\$ 278.31**
Durrenberger, Paul	\$ 1,406.86****
Eichelberger, John	\$ 1,686.59****
Engberg, Silke	\$ 893.38****
Flores, Allan	\$ 1,295.06****
Gaines, Kevin	\$ 952.64****
Gehlen, Cheryl	\$ 1,581.17****
Harms, Illysa	\$ 1,200.50****
Henderson, Melva	\$ 419.66
Hennen, Shelly	\$ 1,453.14****
Hough, Crystal	\$ 1,254.38****
Iniguez, Marcus	\$ 905.40****
Judd, Alan	\$ 1,482.12****
Kane, John	\$ 1,324.84****
Kinney, Mike	\$ 796.81****
Klinzman, Kenneth	\$ 1,641.37****
Krizan, David	\$ 1,234.60****
Krueger, Don	\$ 547.23****
Le, Paul	\$ 1,692.10****
Leonard, John	\$ 1,175.80****
LePort, Michael	\$ 1,992.47****
Letter, Michael	\$ 1,565.51****
Martinez, Anna	\$ 992.95****
McCoy, Jennifer	\$ 1,394.41****
McDermott, Patrick	\$ 1,267.04****
McGinn, Dorothy	\$ 948.75

Pack, Ed	\$ 1,196.02
Parkinson, Brian	\$ 1,384.15****
Ramachandran, Natesa	\$ 1,286.96****
Ramirez, Juan	\$ 1,968.10****
Ritchey, Jason	\$ 1,633.84****
Rolando, Zach	\$ 1,139.09****
Rosenberry, Jodi	\$ 1,065.49****
Sheffler, Kim	\$ 204.20
Sirignano, Anthony	\$ 724.92****
Tay, Wei-Yeh	\$ 606.46****
Thach Farms	\$ 255.00
Uhlenhop, Ted	\$ 869.56****
Walker, Mark	\$ 1,962.31****
Willowbend Golf Course	\$ 1,467.00
Wilson, Mark	\$ 823.63****

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

****Railroad Overspray Claim

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

**City of Wichita
City Council Meeting
November 23, 2010**

TO: Mayor and City Council

SUBJECT: Assistance to Firefighters Grant Program (All Districts)

INITIATED BY: Wichita Fire Department

AGENDA: Consent

Recommendation: Approve the Assistance to Firefighters grant award.

Background: The Fiscal Year 2009 Defense Authorization Act authorized the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), to make \$565 million in grants available to fire departments.

Analysis: In April of 2009, the Wichita Fire Department (WFD) applied to the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) under the FY 2009 Assistance to Firefighters Grant for updating all WFD portable and mobile radios to the P25 standard, which will allow for continued communication and interoperability with neighboring communities. This grant would also be consistent with the WFD priorities by helping to ensure the safety of firefighting personnel. To ensure full interoperability after the switch to the digital system planned for 2012, an audit of the radios determined that none of the 365 portable and mobile radios were configured for the P25 standard configuration.

In July of 2010, the WFD was notified of the 2009 Assistance to Firefighter Grant award in the amount of \$479,806. The performance period of this grant is from July 2, 2010 to July 1, 2011.

Financial Considerations: The total 2009 Assistance to Firefighter Grant is \$479,806. The Federal share is 80 percent or \$383,845 of the approved amount and the Fire Department's share of the cost is 20 percent or \$95,961. Pursuant to grant rules, the local grant match will be accomplished by using related equipment purchases funded through an active 2008 CIP apparatus replacement project 435446. This funding source is consistent with the intended purpose of the project.

Goal Impact: The project addresses the Safe and Secure Community Goal by providing firefighters with full emergency communication interoperability between emergency response agencies within the region to maintain community safety.

Legal Considerations: The Law Department has approved the 2009 Assistance to Firefighter Grant submission as to form.

Recommendations/Actions: It is recommended that the City Council approve the award of the 2009 Assistance to Firefighters grant and authorize necessary signatures.

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council

SUBJECT: Regional Fire Training Facility (District III)

INITIATED BY: Department of Public Works & Utilities
Fire Department

AGENDA: Consent

Recommendation: Adopt the Amended Resolution.

Background: On June 17, 2008, the City Council approved a contract with Gossen Livingston Architecture (GLA) to revalidate the space/cost program for the City/County for continued improvements to the existing Fire Training Facility. The space/cost program covered the following planned improvements:

- New 26,000 square foot in-service training facility.
- Hazardous material and technical rescue area.
- Emergency responder driver training course.
- Confined space training area.
- New fueling facility for all City vehicles/equipment.
- New fire vehicle maintenance and storage facility.

The architectural contract was funded by \$400,000 included in the Adopted 2007-2016 Capital Improvement Program (CIP).

To allow the existing Fire Training Facility to be expanded for the planned Regional Training Facility (RTF) the property had to be re-platted. On February 26, 2009, the Subdivision Committee of the Metropolitan Area Planning Commission approved the one-step final plat (SUB 2009-14).

On April 21, 2009, the City Council approved the initiation of \$4 million for the in-service training facility. The in-service facility is on schedule for completion in December of 2010.

Analysis: The Adopted 2009-2018 CIP includes \$5.2 million for the RTF project. The project is designed to be implemented in phases, and is now ready to move to the second phase. Phase II includes completing the fueling center, replacing the training facility entry drive, demolishing part of the old facility, and designing the vehicle maintenance and storage facility. The partial facility demolition will enable construction of a low water bridge and paving across the drainage canal on the east side of the property. The bridge will provide access to the hazardous material and technical rescue training area.

The fueling center will be funded from the existing Fuel System Improvements Project. The fueling center will be located adjacent to the entry drive, and construction must be coordinated with the drive replacement. The fueling center will be available to all City departments and vehicles.

Design of the vehicle maintenance and storage facility is necessary to ensure the facility is complementary to other site improvements, and to develop a more precise construction cost estimate.

Staff is requesting Council approval to initiate the remaining Adopted CIP funding of \$1.2 million to complete Phase II activities.

Financial Considerations: Funding for the project is included in the Adopted 2009-2018 at \$5.2 million in 2009-10. Funding in the amount of \$4 million has been initiated for the construction of the in-service facility (Project 435432, OCA 792510). Additional funding of \$1.2 million remains for the next phase of work. The funding source is General Obligation Bonds.

Goal Impact: This project addresses the Safe and Secure Community goal by providing a training facility for fire fighters within the region to maintain community safety.

Legal Considerations: The Law Department has approved the Amended Bonding Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Amended Bonding Resolution and authorize the necessary signatures.

Attachments: Amended Resolution and site map.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

☒

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department Fire Public Works & Utilities	2. Initiating Division Support Services-Elect & Facilities	3. Date 11/4/2010	4. Project Description & Location New Training Grounds	
5. CIP Project Number 435432	6. Accounting Number 792510	7. CIP Project Date (Year) 2009-2010	8. Approved by WCC Date 22-Nov-10	
9. Estimated Start Date 10-Dec	10. Estimated Completion Date 11-Dec	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	CO	SA	Other*	TOTAL
Right of Way				
Paving, grading & curbs				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalks				
Water				
Other	\$0,000,000			\$0,000,000
Totals	\$5,600,000			\$5,600,000
Total CIP Amount Budgeted	\$5,600,000			\$5,600,000
Total Prelim. Estimate				
13. Recommendation:				
It is recommended the City Council authorize the project initiation				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Plotting Required	<input type="checkbox"/>	<input type="checkbox"/>
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>
Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

This initiation is for \$1.2 million for base II improvements.
Design and construction funding for the Phase I improvements were previously authorized in the amount of \$4.4 million

First Published in the Wichita Eagle on November 26, 2010

RESOLUTION NO. 10-311

A RESOLUTION AMENDING RESOLUTION NO. R-07-733 OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COST THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That Section 2 of Resolution No. R-07-733 of the City of Wichita, Kansas is hereby amended to read as follows:

Section 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$5,600,000, exclusive of the cost of interest on borrowed money.

SECTION 2: That the prior version of Section 2 of Resolution No. R-07-733 is hereby rescinded and replaced by the foregoing amended section.

SECTION 3: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED At Wichita, Kansas, this 23rd day of November, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW



FIRE TRAINING ACADEMY

CITY OF WICHITA FIRE DEPARTMENT
WICHITA, KS

Industry	Region	Country	Year	Value	Unit
Electricity	North America	USA	2000	1000000000000	Watt
Electricity	Europe	Germany	2000	1000000000000	Watt
Electricity	Asia	China	2000	1000000000000	Watt
Electricity	South America	Brazil	2000	1000000000000	Watt
Electricity	Africa	South Africa	2000	1000000000000	Watt
Electricity	Oceania	Australia	2000	1000000000000	Watt

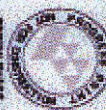
DISCUSSION

5-107



General Information

Dr. J. H. H. H. H.
100-100-100-100
100-100-100-100



THE UNIVERSITY OF CHICAGO

City of Wichita
City Council Meeting
November 23, 2010

TO: Mayor and City Council Members

SUBJECT: YouthBuild Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve submission of YouthBuild funding application and authorize the necessary signatures.

Background: The U.S. Department of Labor (DOL) has announced the availability of Fiscal Year (FY) 2010/11 funds to provide education and construction skills training for at-risk youth and to create post-program opportunities for them by placement in employment or post-secondary education. The DOL plans to make approximately 128 awards, ranging from \$700,000 to \$1.1 million each, for projects in communities across the country. The grants will be for three years, which will include two years of program operations and nine to twelve months of follow-up supportive services and tracking of participant outcomes. The application deadline for these funds is December 3, 2010.

These grant funds would address several identified Sedgwick County youth risk factors. The overall September 2010 unemployment rate is 8.3% for Sedgwick County and 9.0% for Wichita, with the unemployed rate of youth, 16 to 24 years old and seeking employment, generally trending higher. Also, an April 2009 report, by the Sedgwick County Juvenile Community Planning Team, indicates that substantial numbers of our youth have some history of antisocial behavior, exhibit antisocial thinking, have delinquent friends, experience dysfunctional families, have problems at school, have few if any pro-social leisure and recreational pursuits, and have ample opportunities to engage in substance abuse. These risk factors combined with high rates of unemployment are the recipe for delinquency.

In response to the Federal Solicitation for Grant Applications (SGA) and because disadvantaged youth possess a wide range of challenges that must be addressed through multiple strategies, a consortium, of area public and private nonprofit organizations have partnered in a collaborative application. Under the Wichita/Sedgwick County YouthBuild Application, the City of Wichita is designated as the lead applicant and as a fiscal agent for the grant. The Housing and Community Services Department will administer the grant through its Career Development Division (CDD).

Analysis: The Wichita/Sedgwick County YouthBuild Application for \$1,100,000 in DOL funds provides the framework for a YouthBuild project with the following core objectives:

- To enable disadvantaged youth, ages 16 to 24, to obtain the education and employment skills necessary to achieve economic self-sufficiency in construction occupations in demand and post-secondary education and training opportunities;
- To provide disadvantaged youth with opportunities for meaningful work and service to their communities;
- To foster the development of employment and leadership skills and commitment to community development among youth in low-income communities; and
- To expand the supply of permanent affordable housing for low-income families by utilizing the energies and talents of disadvantaged youth.

Project partnering collaborations will be developed throughout the grant's project period as long as the prospective partners meet the required elements of the grant and assist in meeting the project's core objectives. Partnering agencies from the following sectors are considered critical to the success of the project:

- Local workforce investment system;
- Education and training providers;
- Local employers, including professional organizations and trade association;
- Juvenile justice system; and
- Community and faith-based organizations.

Direct youth services that may be provided through the YouthBuild Project may, depending on the individual needs of the participant, include:

- Basic skills instruction and remedial education;
- Language instruction for individuals with limited English proficiency;
- Secondary education services and activities;
- Counseling and assistance in obtaining post-secondary education and required financial aid;
- Work experience and skills training;
- Case management, counseling services and related activities;
- Youth development activities such as community service, peer centered activities and leadership development activities;
- Supportive services and needs-based payments; and
- Mentoring activities.

Financial Considerations: Grant requirements include a 25% local match of the grant award amount. There is a 25% required match which will be met by in-kind or currently budgeted services. No general operating funds from the City's budget are obligated by this application.

Goal Impact: The Wichita/Sedgwick County YouthBuild Project will Promote Economic Vitality and Affordable Living by enhancing the affordable living potential of youth served through the project.

Legal Considerations: If the Wichita/Sedgwick County YouthBuild Application is funded, prior to grant implementation, Memoranda of Understanding will be established with all agencies receiving funding or payments through the grant after review and approval by the Department of Law.

Recommendation/Action: It is recommended that the City Council approve submission of the Wichita/Sedgwick County YouthBuild Application and authorize the necessary signatures.

Attachments: YouthBuild Application summary

WICHITA/SEDGWICK COUNTY YOUTHBUILD PROGRAM SUMMARY

The City of Wichita, Kansas, as the designated lead applicant of a consortium of public and private entities, is submitting a Wichita/Sedgwick County YouthBuild Program Application. The application is in response to a Notice of Funds and Solicitation for Grant Applications from the U.S. Department of Labor.

YouthBuild is a national program that has been successful in many communities in addressing the job and education needs of the target population (persons ages 16-24) and in developing affordable housing.

The City's request is for \$1.1M in federal funds to create, coordinate or otherwise provide the following services for the target population:

- Education: GED or high school diploma, and hard job skills
- Job Prep: Job preparation will consist of skill assessments and the development of employability (soft) skills such as arriving to work on time and prepared, money management and work ethic.
- Training: The focus of the job training will be in the construction industry, with a specific focus on housing development and/or rehabilitation.
- Leadership: Mentors will be identified among community partners to work with the target population on a one to one or one to two basis, to provide support for positive decisions as well as to provide guidance and direction.

The application will be for a three year period and will propose to successfully serve between 60 and 70 youth. Funds will be used for the cost of education and training, case management, participant wages, and payments to partners who will provide the technical training. Participants will be enrolled in the education, training and work components for two years. The third year will focus on following up on those who successfully complete the program.

The City of Wichita will act as the fiscal agent and grant/program administrator for the Wichita/Sedgwick County YouthBuild Consortium and will administer the program through its Career Development Office (CDO). There is a 25% required match which will be met by in-kind or currently budgeted services. No new City funds will be requested for this purpose.

In an April, 2009 report, the Sedgwick County Juvenile Community Planning Team notes that substantial numbers of Sedgwick youth have some history of antisocial behavior, exhibit antisocial thinking, have delinquent friends, experience dysfunctional families, have problems at school, have few if any pro-social leisure and recreational pursuits, and have ample opportunities to engage in substance abuse. These risk factors combined with high rates of unemployment are a recipe for delinquency.

The Wichita/Sedgwick County YouthBuild Program is designed to address the wide range of challenges faced by local youth through multiple strategies and wrap around services provided by its consortium partners.

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
3. Date Received: 4. Applicant Identifier:		
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: City of Wichita		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653		*c. Organizational DUNS: 0430634600000
d. Address:		
*Street 1: <u>455 N. Main</u> Street 2: _____ *City: <u>Wichita</u> County: <u>Sedgwick</u> *State: <u>Kansas</u> Province: _____ *Country: _____ *Zip / Postal Code <u>67202</u>		
e. Organizational Unit:		
Department Name: Housing and Community Services		Division Name: Career Development Office
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <u>Mrs.</u> *First Name: <u>Michelle</u> Middle Name: <u>Cole</u> *Last Name: <u>Rucker</u> Suffix: _____		
Title: Interim Program Manager		
Organizational Affiliation:		
*Telephone Number: (316) 337-9444, ext. 110		Fax Number: (316) 337-9453
*Email: <u>mrucker@wichita.gov</u>		

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

10 Name of Federal Agency:*Employment and Training Administration, U.S. Department of Labor****11. Catalog of Federal Domestic Assistance Number:**17.274

CFDA Title:

YouthBuild Grants***12 Funding Opportunity Number:**SGA/DFA PY 10-02

*Title:

YouthBuild Grants**13. Competition Identification Number:**SGA/DFA PY 10-02

Title:

YouthBuild Grants**14. Areas Affected by Project (Cities, Counties, States, etc.):****Sedgwick County*****15. Descriptive Title of Applicant's Project:**

Wichita/Sedgwick County YouthBuild Program

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: KS004

*b. Program/Project: KS-004

17. Proposed Project:

*a. Start Date: 06/01/2011

*b. End Date: 05/31/2013

18. Estimated Funding (\$):

*a. Federal	\$1.1 Million
*b. Applicant	\$275,000
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$1.375 Million

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Carl

Middle Name: _____

*Last Name: Brewer

Suffix: _____

*Title: Mayor

*Telephone Number: (316) 268-4331

Fax Number: (316) 268-4333

* Email: cbrewer@wichita.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation – An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision – Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
8.	Applicant Information: Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the 	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State																								
	f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.	20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.																								
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.	21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																								
	<table border="1"> <tr> <td>A. State Government</td><td>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>B. County Government</td><td>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>C. City or Township Government</td><td>O. Private Institution of Higher Education</td></tr> <tr> <td>D. Special District Government</td><td>P. Individual</td></tr> <tr> <td>E. Regional Organization</td><td>Q. For-Profit Organization (Other than Small Business)</td></tr> <tr> <td>F. U.S. Territory or Possession</td><td>R. Small Business</td></tr> <tr> <td>G. Independent School District</td><td>S. Hispanic-serving Institution</td></tr> <tr> <td>H. Public/State Controlled Institution of Higher Education</td><td>T. Historically Black Colleges and Universities (HBCUs)</td></tr> <tr> <td>I. Indian/Native American Tribal Government (Federally Recognized)</td><td>U. Tribally Controlled Colleges and Universities (TCCUs)</td></tr> <tr> <td>J. Indian/Native American Tribal Government (Other than Federally Recognized)</td><td>V. Alaska Native and Native Hawaiian Serving Institutions</td></tr> <tr> <td>K. Indian/Native American Tribally Designated Organization</td><td>W. Non-domestic (non-US) Entity</td></tr> <tr> <td>L. Public/Indian Housing Authority</td><td>X. Other (specify)</td></tr> </table>	A. State Government	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)	B. County Government	N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)	C. City or Township Government	O. Private Institution of Higher Education	D. Special District Government	P. Individual	E. Regional Organization	Q. For-Profit Organization (Other than Small Business)	F. U.S. Territory or Possession	R. Small Business	G. Independent School District	S. Hispanic-serving Institution	H. Public/State Controlled Institution of Higher Education	T. Historically Black Colleges and Universities (HBCUs)	I. Indian/Native American Tribal Government (Federally Recognized)	U. Tribally Controlled Colleges and Universities (TCCUs)	J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Alaska Native and Native Hawaiian Serving Institutions	K. Indian/Native American Tribally Designated Organization	W. Non-domestic (non-US) Entity	L. Public/Indian Housing Authority	X. Other (specify)		
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**CITY OF WICHITA
City Council Meeting
November 23, 2010**

TO: Mayor and City Council Members

SUBJECT: Professional Legal Services – Workers’ Compensation

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers’ compensation professional legal services.

Background: The City retains outside legal counsel to provide legal advice and handle workers’ compensation claims, litigation and related assignments. As workers’ compensation litigation has become a specialized area of law, it is necessary to retain outside legal counsel to perform these services.

Analysis: As the claims will generate a variety and volume of legal issues and services, outside legal counsel will be utilized to assist the Department of Law and the Risk Manager in performing a broad range of professional services related to workers’ compensation. To select legal representation in workers’ compensation cases commencing in 2007, a request for proposals was sent to 11 local attorneys and law firms that handle workers’ compensation matters. Four attorneys and firms responded to the request and two were interviewed by a panel. Those who were interviewed were evaluated on their experience, approach to problems, legal skills and knowledge, price and overall value. Mr. Heath was ranked the highest following the interviews, and was selected to provide services commencing in 2007. Mr. Heath has performed fully through 2007 through 2010 and has agreed to continue to perform for 2011, without an increase in annual cost.

Financial Considerations: This Agreement provides authority for \$60,000, to be paid upon receipt of detailed billings of hourly work and expenses. Mr. Heath’s rate is a flat \$200/hearing for settlement hearings and an hourly rate of \$100/hour for all other services. The charges are reasonable for the amount of legal services involved. Payment will be from the Workers’ Compensation Fund.

Goal Impact: Internal Perspective. The workers’ compensation services under this Agreement will be for all departments.

Legal Considerations: The Agreement has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers’ compensation professional legal services, and authorize necessary signatures.

Attachment: Agreement

AGREEMENT

By and Between

THE CITY OF WICHITA, KANSAS

and

**EDWARD D. HEATH, JR.
Attorney at Law**

THIS AGREEMENT made and entered into effective as of the 1st day of January, 2011, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), acting for and on behalf of its Department of Law (hereinafter called "City Attorney"), and Edward D. Heath, Jr., Attorney at Law, having his principal office at 700 N. Topeka, Wichita, Kansas (hereinafter called "Attorney").

WITNESSETH:

WHEREAS, City, through its City Attorney, is authorized by law to employ outside counsel to assist the City Attorney in his representation of the legal interests of the City; and

WHEREAS, Attorney is desirous of providing legal services for the City and the City is desirous of retaining the services of Attorney; and

WHEREAS, it has been deemed necessary for City to employ outside counsel to provide legal services for the City in connection with workers' compensation claims, litigation and related assignments.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Attorney shall be retained by City to provide professional services in connection with workers' compensation claims, litigation, and related assignments as assigned by the City Attorney.

2. Attorney shall be compensated for professional services on the basis of time spent and

actual expenses incurred in performing services for and on behalf of the City of Wichita, except as noted. Attorney shall be compensated by the City on an hourly rate not to exceed One Hundred Dollars (\$100.00) per hour. Attorney shall be compensated for professional services associated with “Friendly Settlement Hearings” at a flat rate of Two Hundred Dollars (\$200.00) per hearing. In no event, however, shall the total compensation pursuant to this contract exceed the sum of Sixty Thousand Dollars (\$60,000.00), unless specifically authorized by the City Council of the City of Wichita, Kansas.

3. In addition, City agrees to pay the reasonable and necessary expenses and disbursements incurred by Attorney at the following rate:

- a. In-House photocopying \$0.15 per page
- b. Long Distance Actual cost incurred
- c. Out of town mileage \$0.43 per mile

4. Payments for professional services and expenses shall be made upon presentation of statements for the same as approved by the City Manager. There shall be no further compensation for services rendered or for expenses incurred in addition to those specified above in the absence of prior written consent.

5. This Agreement may not be assigned, transferred, or in any way disposed of by Attorney without first having obtained written approval from the City Manager or City Council of the City of Wichita, Kansas.

6. Attorney agrees that he will be available at all times for conferences and consultation with the City Council, the City Manager and/or the City Attorney throughout the term of this Agreement.

7. It is further understood and agreed that because of the responsibilities of the City Attorney under the statutes of the State of Kansas, the name of the City Attorney will appear on all documents and pleadings and Attorney will send no documents, applications or opinions of any kind to any agency or entity on behalf of the City, any of its agencies or departments, without consultation with the City Attorney or his designee, unless specifically requested to do so by the City Council or the City Manager. This Agreement contains no authorization for

Attorney to sign any papers or documents in the name of the City Attorney. Further, it is understood and agreed that Attorney shall have no authority to contract or incur any liability, cost or expense on the part of the City, except as may be authorized by this Agreement or specifically authorized in writing by the City Attorney.

8. The term of this Agreement shall be January 1, 2011 through December 31, 2011, unless sooner terminated as provided below. This Agreement may be renewed for an additional one-year term, upon mutual consent of the parties.

9. This Agreement is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the Attorney. In the event of such termination prior to the expiration of the term of this Agreement or renewal, Attorney shall be paid for expenses and services rendered and for which payment has not been made.

10. In the event of termination, all files, exhibits, notes, research and other materials relating to any matter being handled by the Attorney pursuant to this Agreement will be turned over to the City upon termination, without regard to whether payment for services has been fully paid, unless otherwise agreed by the parties.

11. Attorney agrees to maintain professional liability coverage during the term of this Agreement, with the limits of such coverage to be not less than \$1,000,000.00.

12. Attorney agrees that he will observe the provisions of the Wichita Ordinance Against Discrimination and will not discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national origin, ancestry, marital status, age or physical handicap, except where age or physical handicap is a bona fide occupational qualification.

IN WITNESS WHEREOF, this Agreement has been executed on _____, 2010, to take effect as of the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Edward D. Heath, Jr.
Attorney at Law

Approved as to Form:

Gary E. Rebenstorf
Director of Law

**City of Wichita
City Council Meeting
November 23, 2010**

TO: Mayor and City Council

SUBJECT: KDHE Watershed Restoration and Protection Strategy
Grant Application (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the grant application and acceptance of the grant award.

Background: Reducing pollution in the Arkansas River has been a priority for the City of Wichita for many years. Over the last several years, the Kansas Department of Health and Environment (KDHE) has initiated a program for the development and implementation of Watershed Restoration and Protection Strategies (WRAPS) and is making grant funding available for these efforts. Program elements include identification and assembly of stakeholders, assessment of needs and opportunities, development of goals, and implementation of cost effective strategies relative to watershed restoration and protection.

On June 22, 2010, the City Council approved the WRAPS assessment agreement for an Environmental Protection Agency (EPA) funded grant in the amount of \$70,000. The EPA and KDHE subsequently determined the two phases of the Lower Arkansas Watershed Study should be incorporated into the grant and agreed to increase the funding from \$70,000 to \$110,000. The revised agreement that is proposed for City Council approval is currently the WRAPS Assessment and Planning Financial Assistance Agreement (Phase 2).

Utilizing the WRAPS process, the City contacted over 700 residents and developed a stakeholder leadership team (SLT) of 25 members. The team consists of District Advisory Board members, representatives from local neighborhood and homeowner associations, business and industry, local architecture and engineering consultant firms, environmental interest groups, local and state agencies, and City staff.

Analysis: In the next phase, which is known as the Assessment and Planning Financial Assistance Agreement (Phase2), the stakeholders will further define the goals for the Lower Arkansas watershed, characterize watershed conditions, identify needs and opportunities, future plans and understand how the watershed responds to various management scenarios.

In an effort to provide the best working opportunity and be in compliance with KDHE and EPA grant conditions for the WRAPS program, the SLT and the City have determined the best way to move collectively forward is to create a Memorandum of Understanding (MOU) which outlines their duties during the assessment and planning phase. The City is the designated sponsoring agency for the WRAPS SLT.

Financial Considerations: This request is for \$110,000 in EPA Clean Water Act 319 funding to proceed with Phase 2 of the grant application. Actions will include assessing the condition of priority areas of the Arkansas River and tributaries and designing/installing demonstration projects to identify strategies to address water quality issues including concerns such as bacteria levels and sedimentation. A required local match in the amount of \$73,300 will be in the form of in-kind service (demonstrations, meeting support and facilities, etc.)

Goal Impact: The grant addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities.

Legal Considerations: The documents have been approved as to form by the Law Department.

Recommendation/Action: It is recommended the City Council approve the grant application, the grant award, and authorize the necessary signatures.

Attachments: WRAPS Assessment and Planning financial Assistance Agreement (Phase 2), Grant Application, Watershed Management General Grant Conditions, Grant Award Letter from KDHE, and KDHE Non-Point Source Financial Assistance Agreement.



Mark Parkinson, Governor
Roderick L. Bremby, Secretary

DEPARTMENT OF HEALTH
AND ENVIRONMENT

www.kdheks.gov

Division of Environment

October 20, 2010

Scott Lindebak
Stormwater Engineer
City of Wichita
455 N Main
Wichita KS 67202

Regarding: Approval Signatures Requested:
KS WRAPS: Lower Arkansas City of Wichita Assessment & Planning
KDHE Project No. 2008-W001

Dear Mr. Lindebak,

We are pleased to announce that the City of Wichita has been awarded a \$110,000.00 Section 319 Grant administered by the Bureau of Water, Watershed Management Section. Please refer to the Project Implementation Plan to review the scope of work for the project.

Two copies of the grant agreement and a copy of the grant conditions are attached for your review and signature. Please sign the two copies of the agreement and initial the grant conditions. Return the two copies of the agreement and the grant conditions at your **earliest opportunity**, and make copies for your records.

Please note the following conditions of this agreement:

1. The grant period for this project is December 1, 2010 to June 30, 2012.
2. The grant awarded is \$110,000, which requires a non-federal contribution of \$73,333.
3. The cooperator agrees to provide KDHE, within 30 days of project completion, a project completion report.
4. **No funds may be expended until KDHE and EPA approve the Project Implementation Plan.**

I look forward to working with you and your department on this project! If you have any questions please call me directly at 785-296-5573.

Sincerely,

Scott Satterthwaite
Bureau of Water
Watershed Management Section

BUREAU OF WATER – WATERSHED MANAGEMENT SECTION
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 420, TOPEKA, KS 66612-1367
Voice 785-296-4195 Fax 785-296-5509
<http://www.kdheks.gov/nps/index.html>

Kansas Department of Health and Environment

Watershed Management General Grant Conditions U. S. EPA SECTION 319 Funds Kansas State Water Plan Funds

July 1, 2010

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- I. **Grant Disbursement** (No expenditure of funds may be made until KDHE and the EPA Technical Advisor have reviewed and approved the Project Implementation Plan).

General Disbursement -- In general, Section 319 grants will be provided a percentage of the total grant amount in advance. This is to help the project with initial project costs. A project may request that the advance payment be withheld or a project may request an advance payment of 10%, 20%, 30%, 40% or 50% (with the exception of Clean Water Neighbor Grants. Please contact Watershed Management Section Staff for more details). The remaining grant award will be paid upon expenditures reported on the Affidavit of Expenditures and Nonfederal Contributions report.

KDHE will pay the final 10% of the grant once the following conditions are met:

1. The project has satisfactorily completed the deliverables as outlined in the Project Implementation Plan.
2. A final affidavit has been submitted and approved by KDHE.
3. A project final report has been submitted and approved by KDHE.

At the end of the project, all affidavits submitted throughout the project must account for (add up to) 100% of the grant award total.

In the table below, a hypothetical project was awarded a \$50,000 grant, receiving an advance payment of 20% (\$10,000). The project submits affidavits on a quarterly basis (January - December). At the end of the project, the submitted affidavits equal the total grant award of \$50,000. This is evident in both the "Payment Request \$" and "Payment \$" columns.

Reporting Period	Date of Affidavit	Payment Request \$	Reported Contribution \$ (match)	Payment \$	Payment Date	Voucher Number
Advance	01/01/2006	0	0	10,000	01/01/2006	9999991
Jan - Mar 2006	04/01/2006	10,000	5,000	10,000	04/15/2006	9999992
Apr - Jun 2006	07/01/2006	15,000	14,000	15,000	07/15/2006	9999993
Jul - Sep 2006	10/01/2006	10,000	12,000	10,000	10/15/2006	9999994
Oct - Dec 2006	01/01/2007	15,000	30,000	5,000	01/15/2007	9999995
TOTALS		50,000		50,000		

- A. The advance payment will be initiated by KDHE upon receipt of the properly signed grant agreement and Project Implementation Plan, unless other conditions are negotiated.
- B. Affidavit of Project Expenditures and Grant Contributions - The cooperator will submit affidavit reimbursement requests on a negotiated basis via the Kansas Clean Water website at <https://kanphix.kdhe.state.ks.us/Public/KCW/> (affidavits are being accepted via email or mailed to KDHE until the KCW system is live). Affidavit information must be completed in the following categories:

1. **Personnel** - The Personnel category includes all wages and salaries paid to individuals for work on this project. It also includes the value of volunteer or contributed effort towards this project, including the direct salaries and

PM Initials _____

Page 2 of 16

wages paid or contributed but not the cost of fringe benefits for those individuals. This category does not include contract personnel. The costs of contract personnel should be included under Contractual Services.

2. Fringe Benefits - includes the cost of employer paid payroll taxes and benefits provided for employees. For volunteers include the cost of fringe benefits usually provided by the cooperating organization to their employees.
3. Travel - includes all costs associated with travel for this project. This would include mileage reimbursement (but not their salary while traveling); meals and lodging expenses or per diem expenses; parking and toll costs; and other expenses paid to persons who incurred travel costs in support of this project.

Mileage reimbursed from the grant or counted as match can not be greater than the mileage rate established for the State of Kansas by the Department of Administration. That rate is currently \$0.505 per mile by the most direct route. This rate is updated annually. Please visit <http://www.da.ks.gov/ar/employee/travel/default.htm> to find out the current mileage reimbursement rate.

4. Supplies - includes all costs of consumable materials purchased and utilized in support of this project (i.e. food, paper, office materials, and postage).

Food Purchases - Purchases of food and refreshments is not allowable with State Water Plan funds. Food and refreshments is allowed with the use of federal 319 funds under certain conditions. The meal must be an essential part of the project, such as a working lunch or dinner. Suggested allowable expenses are:

Refreshments - \$ 3.00 per person	Lunch \$ 10.25 per person
Breakfast - \$ 9.25 per person	Dinner \$ 19.50 per person

The necessity of a meal purchased from grant funds must be fully documented in the project implementation plan and reported in the quarterly report. Examples of acceptable instances of where meals can be provided are:

1. The event occurs at an isolated location and no other meal services are available;
2. Meal is provided to assure that an all day meeting can stay on-schedule;
3. Meal time is used as part of a continuing activity such as speaker addressing water quality or nonpoint source pollution control topics;
4. Meal time is used for small group breakout discussion for a specific topic or assignment given prior to the meal. Results of the breakout discussion are reported back to the larger group and documented with the meeting proceedings;
5. Use of meal time is the optimum time to convene certain stakeholders (farmers, teachers, etc.) and meal is essential to assure participation.

PM Initials _____

Page 3 of 16

5. Equipment - means any item purchased with a useful life in excess of one year and a \$5,000 cost or more per unit. For equipment purchases, please provide a copy of the invoice with the make, model, and serial number of the item purchased.
 6. Contractual Services - includes services provided by agreement (written or unwritten) between the cooperator and service provider.
 7. Other - includes any expenses not included elsewhere.
- C. Grant Contributions ("match") - At the end of the project, the grant contributions must equal or exceed a 40% requirement. Final payment will be reduced if grant contributions do not meet the 40% requirement. Cooperators should try to meet their match requirements as the projects progresses via the quarterly affidavits of Project Expenditures and Grant Contributions, so that the match does not fall short at the end of the project.

State Water Plan Fund Match Requirements

Cooperator Contributions for SWP funds may be from federal, state or local sources. Examples may include employee time or travel, other funds granted to project, equipment or other resources donated towards project. Please note that state funds may be used to match State Water Plan WRAPS funds, however, local funding is strongly encouraged.

Section 319 Fund Match Requirements

Cooperator Contributions to match 319 funds must be from state or local sources (non-federal dollars). Please note the KS WRAPS SWP funds awarded for a project may not count as match for the 319 funds awarded. Examples of state or local sources include state or local employee time or travel, state or local funds granted to project, state or local equipment or other resources donated towards project.

1. Volunteer Services as match for both 319 and SWP - Volunteer services provided to a cooperator will be valued at rates consistent with those ordinarily paid for similar work by the cooperator. Please note that time, mileage, etc. in which a volunteer attends a meeting, seminar or tour and does not provide a service may NOT be counted as match. If the cooperator does not employ individuals in this type of work the services will be valued at rates paid for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the rate. Cooperators should document how the rate for volunteers was determined and retain it with other project information. In addition, mileage volunteer's travel may be counted as match.
2. Example Volunteer Form may be found at www.kdheks.gov/nps/downloads/GrantMatchingForm.pdf
3. Value of Volunteer's Time Website: www.independentsector.org/programs/research/volunteer_time.html

- D. Grant Retainage - KDHE reserves disbursement of 10% of the total grant amount until such time as the cooperator has demonstrated satisfactory performance of deliverables as stated in the Project Implementation Plan. In addition, retainage will be withheld until a final completion report and final affidavit are submitted and are approved by KDHE.
- E. Withholding of Payment - Payment may be withheld if project status reports are not submitted in a timely manner or if project requirements and objectives set out by the project implementation plan are not being met.
- F. Receipts - Do not send copies of receipts with the affidavits, except for equipment purchases. Receipts must be retained in the cooperator's files for three years in preparation of possible future audits (with the exception of equipment, see section I.B.5).
- G. Additional Payment Request - Payments in excess of the amount expended can be made under special conditions. If a large expense to the grant is expected in the next quarter, the cooperator can request payment in advance of the expense by explaining the situation and provided the expense is in the project implementation plan (PIP) budget.

II. Reporting Requirements

- A. Project Status Reports - The cooperator will submit project status reports, through the Kansas Clean Water website, no later than 15 days after the end of the negotiated reporting period regardless of the starting date of the grant, even if no activity or expenditures have occurred. If the cooperator has entered into sub-agreements for completion of work under this grant, the cooperator will secure appropriate project status reports from the sub-agreement vendor and include said reports with the cooperator's report. If the project is behind schedule, the cooperator will describe the actions to be taken to correct the deficiency in the project status or justify why achievement of the task is not feasible.
 - 1. The format for project status reports is provided on the Kansas Clean Water website.
- B. Final Report- the Cooperator will submit a final report to KDHE for the grant period upon completion of the project. The final report is due 30 days after the funds are expended or the end of the project period. The final report should detail activities and accomplishments of the project as identified in the Project Implementation Plan. The project final report must be comprehensive enough so that any reader may determine (1) the location, scope, goals, objectives, and accomplishments of the project; (2) where and why the money was spent; (3) lessons learned, successes and failures; (4) how any aspect of the project may have been done differently; (5) additional work needed and your recommendations to address needs.
 - 1. Please see "Watershed Management Section Project Completion Reports" via www.kdhe.state.ks.us/nps/resources/final_reports.pdf

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2. A listing of any consumable supplies remaining at the project ending date and all equipment purchased entirely or partially with grant funds and an estimate of the value of the equipment must be provided. If the cooperator would like to retain the equipment, include a statement of future plans for the equipment and a certification that the equipment will be used for future water quality activities. In the event the cooperator does not complete the project, all equipment purchased for the project through grants funds will be returned to KDHE.
 3. Submit two unbound copies suitable for reproduction and one bound copy. In addition, the final report should be submitted as an email attachment or a mailed CD.
- C. Use of Project Data and Work Products - KDHE may use the data and other information produced through this project for succeeding reports, publications, or other purposes without notice or additional payment. The cooperator will provide KDHE with a copy of all water quality data (including raw monitoring data), survey data, or other statistical information, fact sheets, work products, etc., obtained under this grant, in paper as well as electronic format, if available.
 - D. For projects requesting future grants - No Project Implementation Plans are to be approved unless all reporting requirements for any previously funded projects are met. This includes status reports, affidavits, grant amendments, and Final Reports for any grant between KDHE and the Sponsoring Organization.

III. Project Activity

- A. Assignment / Sub-agreements - Prior to entering into a sub-agreement financed with grant funds not identified in the approved project implementation plan, the cooperator must secure written approval from KDHE. This grant agreement, the subject matter, or any portion thereof may not be sold, transferred, or assigned in any manner by the cooperator without first obtaining written permission from KDHE.
- B. Notification of Project Meetings and Activities - The cooperator will provide KDHE project officer written notices of project meetings, workshops, and other activities sufficiently in advance so the KDHE project officer has reasonable time to arrange to attend. Thirty days is usually sufficient notice. Representatives of KDHE may attend project meetings and activities.
- C. Notification of Personnel Changes - The cooperator will keep the KDHE project officer updated when personnel changes occur. Project managers must notify KDHE in writing or by email that personnel have left or been replaced. Included in the notification must be current contact information for the project representative responsible for reports and project work.
- D. Amendments to Project Implementation Plan - All work performed under this grant will be performed in accordance with the approved project implementation plan. Any

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deviations from the approved project implementation plan will be requested in writing via a grant amendment. These must be completed on the Kansas Clean Water System and approved by KDHE, prior to the cooperator acting on the deviation.

1. Requested Changes to the PIP Budget - KDHE recognizes that as projects are implemented changes to the budget may be necessary. Budget changes totaling less than \$2,500 do not require project officer approval, however, the change must be documented the affidavit's comment field. For example, if a project needs to move \$1500 from supplies to personnel, an email or letter to the project officer explaining the reasoning for the change is all that is necessary.

In the event the cooperator wishes to adjust the original budget by \$2,500 or more, a grant amendment must be completed via the Kansas Clean Water System. Please note the budget change does require project officer approval prior to the cooperator acting on the deviation. The budget change is not authorized until the project officer has reviewed and approved the grant amendment.

- E. Operation and Maintenance - The recipient will assure continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this agreement requiring that the management practices for the project be properly operated and maintained. An example maintenance agreement is attached to this document.
- F. A QAPP is a written document that outlines the procedures a monitoring project will use to ensure that samples, data, and subsequent reports are of high enough quality to meet project objectives. All work performed or funded by EPA that involves the acquisition of environmental data must have an approved Quality Assurance Project Plan including KS-WRAPS, Service Provider, 319, or CWN grants. QAPP's are required for both 319 and State Water Plan funded projects to ensure that project objectives are met. For guidance on preparing a QAPP please visit <http://www.kdheks.gov/nps/QAPPGuidance.pdf>.

IV. Financial Conditions

- A. Accounting - The cooperator will establish and maintain an accounting system that meets the requirements of generally accepted accounting principles for the recording and reporting of receipts, disbursements, and the maintenance of asset and liability balances and adequate internal control.
- B. Procurement - When securing goods and services needed to execute the project, the cooperator will secure the good or service at the least possible cost to the project through competitive bidding or comparison shopping. At a minimum three cost estimates will be secured. Documentation on procurement efforts will be retained by

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the cooperator and be available for review by KDHE, the U.S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment.

- C. Project Revenues - The cooperator will identify, record, and report any revenues received related to this project. The cooperator will retain such income to be used to further the objectives of the project. Any sale of a work product produced through efforts of this grant shall be identified in the project implementation plan approved by KDHE. Any such income received during the grant period may be used as grant contributed resources (i.e. matching funds). If revenues are received after the project, the cooperator is not required to report those revenues to KDHE, but will continue to utilize the funds to further the objectives of the project and will maintain records indicating such.
- D. Unspent Grant Funds - Any unspent grant funds remaining at the end of the project period will be returned to KDHE unless KDHE has approved an extension and possibly a revised project implementation plan.
- E. Financial Resources - The recipient will be expected to have available financial resources to allow activity to continue for approximately four months while awaiting payments from KDHE.
- F. Audits - Non-Federal entities that *expend* \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part. A copy of the audit report must be submitted to KDHE within 30 days of receipt. If the cooperator must perform an audit for some other purpose not related to this project, the cooperator may submit the specifications of the alternative audit procedures to KDHE to determine if the procedures will satisfy the intents and purposes of audits required for this grant.

Program-specific audit election: When an audited expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the audited, the audited may elect to have a program-specific audit conducted in accordance with OMB Circular A-133.235. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year but records must be available for review for three years by appropriate officials of the Federal agency, pass-through entity, General Accounting Office, KDHE, the U. S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment.

1. For additional information on OMB Circular A-133 visit:
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

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2. Special audit requirements for projects sponsored by County Conservation Districts. The County Conservation District shall comply with the audit requirements established by the State Conservation Commission as contained in the Kansas Conservation District Handbook and other publications that may be issued by the State Conservation Commission.

V. Records

- A. Records Retention - The cooperator will retain financial and programmatic records, supporting documents, and statistical records for three years from the latter of: (1) the date the project completion report is submitted, or (2) the date of any final resolution of any issues arising from litigation, claims, negotiation, audit, or other action involving the project.
- B. Access to Records - The cooperator will afford access, upon written request, to representatives of the Secretary of Health and Environment or Kansas Division of Legislative Post Audit to any cooperator's documents and other records necessary to verify compliance with state agency grant award agreements, Kansas or Federal statutes, and Federal Grant regulations.

VI. Miscellaneous Conditions

- A. Acknowledgments - Subject to the conditions listed below, the cooperator will include the appropriate acknowledgment statement in all reports and publications, correspondence, press releases, and presentations.

"The Kansas Department of Health and Environment has provided financial assistance to this project through EPA Section 319 Nonpoint Source Pollution Control Grant # (see signature page for grant number) or Kansas Water Plan Funds."

- B. Project Signs for Demonstration Projects - Demonstration projects are cooperative projects receiving grant funds for the purpose of testing and evaluating innovative nonpoint source pollution control technology, demonstrating watershed management practices, etc.

Where appropriate, the cooperator will post signs at such demonstration sites with or contributing toward the completion of the grant-funded project. The signs will be worded in a manner which will (1) make the general public aware of the project, (2) to acknowledge the contributions of the Kansas Department of Health Environment, the U. S. Environmental Protection Agency 319 Funds, or the State Water Plan Funds (3) to identify the water quality protection practice or activity being demonstrated.

1. Signs will be posted at initiation of the activity or practice being demonstrated and maintained for at least 90 days following completion of the activity.
2. Signs will be of a size and location to maximize viewing from a public roadway.

VII. EPA Administrative & Programmatic Conditions

- A. Sub recipients agree to comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;
- B. Sub recipients that are 501(c) (4) organizations agree to not involve lobbying activities;
- C. Sub recipients who request or receive from the grant recipient a sub grant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.";
- D. Sub recipients agree to comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- E. Recipient agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions. Recipient agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

- F. GENERAL COMPLIANCE, 40 CFR, Part 33 - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A recipient must negotiate with the appropriate EPA award official, or his/her designee, Fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Kansas Department of Health and Environment (KDHE) has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Kansas MBE WBE
Supplies 0.8% 4.1%
Equipment 1.2% 3.9%
Services 5.6% 35%
Construction 4.1% 6.9%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503 - The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed.

Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted semiannually for the periods ending March 31 and September 30.

The reports are due within 30 days of the end of the semiannual reporting periods (April 30 and October 30). Reports should be sent to ATTN: Grant Assistant. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

- G) The Recipient agrees that none of the funds provided under this agreement may be used for subawards/subgrants or contracts to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. Congress has

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prohibited the EPA from using its FY 2010 appropriations to provide funds to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to the EPA Grants Management Specialist listed on the first page of this award document.

Non-Point Source Pollution Control Practice Landowner Maintenance Requirements

This contract is entered into between the [Sponsor Organization] and the undersigned landowner(s) on site [Legal Property Description]. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective. The landowner agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the [Sponsor Organization]. Furthermore, the undersigned landowner agrees to the terms set forth herein to include:

1. I understand that as a condition of receiving financial assistance, I have not begun construction or installation of this practice prior to the grant start date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization.
2. All program participants receiving payments for structural or management practices are required to follow NRCS Standards and Specifications or other standards and specifications accepted by the Kansas Department of Health and Environment. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting financial assistance, I agree to maintain the practice according commonly accepted standards with a minimum of 10 years. Destruction of a practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the practice was applied for the [Sponsoring Organization] to inspect maintenance of the conservation practice(s) and for public information and education purposes.
4. Should I fail to maintain the practice according to approved Standards and Specifications, it is understood that I will be required to repay funds received.
5. The project shall be completed no later than the grant end date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization (unless a previous date is negotiated between the Sponsoring Organization and the undersigned landowner).
6. All Livestock Waste Systems shall comply with all applicable regulations of the Kansas Department of Health and Environment, Bureau of Water, Livestock Waste Management Section (<http://www.kdheks.gov/feedlots/index.html>). All Livestock Waste Systems which require site relocation, shall follow reclamation policies adopted by the State Conservation Commission prior to payment of cost-share assistance. All Livestock Waste System relocation policies shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving funding assistance. Failure to implement all the requirements of the relocation policies may require repayment of funds received. The owner of the livestock facility is responsible for proper operation and maintenance and, if needed, modification of the facility or other actions to assure continuous satisfactory operation at landowner expense.
7. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.

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8. When a change of ownership occurs on land, it is the responsibility of the original landowner to obtain, in writing, a contract with the new owner to transfer the maintenance obligations as stated in this contract to the new landowner. A copy of the transferred contract shall be provided to the [*Sponsor Organization*]. If such a contract is not made, this contract shall remain binding with the original landowner who received the financial assistance.
9. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the financial assistance amount by the Accounts Receivable Setoff Program administered by the State of Kansas Department of Administration, Division of Accounts and Reports.

Landowner signature/date: _____

SAMPLE DOCUMENT

**U.S. ENVIRONMENTAL PROTECTION AGENCY
 MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE
 AGREEMENTS, AND INTERAGENCY AGREEMENTS**

PART 1. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR 200_____		1B. REPORTING PERIOD (Check ALL appropriate boxes) <input type="checkbox"/> 1 st (Oct-Dec) <input type="checkbox"/> 2 nd (Jan-Mar) <input type="checkbox"/> 3 rd (Apr-Jun) <input type="checkbox"/> 4 th (Jul-Sep) <input type="checkbox"/> Annual <input type="checkbox"/> Check if this is the last report for the project (Project completed).																				
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____		BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																				
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator)		3A. RECIPIENT NAME AND ADDRESS																				
2B. EPA DBE COORDINATOR Name: _____ E-mail: _____	2C. PHONE: Fax: _____	3B. RECIPIENT REPORTING CONTACT: Name: _____ E-mail: _____	3C. PHONE: Fax: _____																			
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:																				
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) EPA Share: \$ _____ Recipient Share: \$ _____		5B. If NO procurement and NO accomplishments were made this reporting period, check and skip to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs. <div style="text-align: center;"><input type="checkbox"/></div>																				
5C. Total Procurement and MBE/WBE Accomplishments This Reporting Period (Only include amount not reported in any prior reporting period) Were sub-awards issued under this assistance agreement? Yes____ No____ Were contracts issued under this assistance agreement? Yes____ No____ Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients.) Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table style="width:100%; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Construction</u></th> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Services</u></th> <th style="text-align: center;"><u>Supplies</u></th> <th style="text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$WBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>						<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																	
\$MBE:	_____	_____	_____	_____	_____																	
\$WBE:	_____	_____	_____	_____	_____																	
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.)																						
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE																				
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE																				

EPA Financial Assistance Agreement Number: _____

[illegible]

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 01/31/11)

Instructions:

A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138, 12432, P.L. 102-389 and EPA Regulations Part 30 and 31. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter or annually, per the terms and conditions of the financial assistance agreement. Submission dates are January 30, April 30, July 30, and October 30. The submission date for annual reports is October 30. MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *contract* is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A *woman business enterprise* (WBE) is a business concern that is, (1) at least 51 percent owned by one or

more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

The following affirmative steps for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

C. Instructions for Part I:

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2005 falls within Federal fiscal year 2006**)
- 1b. Check applicable reporting box, quarterly or annually. Also indicate if this is the last report for the project.
- 1c. Indicate if this is a revision to a previous year or quarter, and provide a brief description of the revision you are making.
- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSDBU website at www.epa.gov/osdbu. Click on "Regional Contacts" for the name of your coordinator.

3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4a. Provide the Assistance Agreement or Interagency Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement or Interagency Agreement.

***For SRF recipients:** In box 4a list numbers for ALL open Assistance Agreements. SRF recipients will report activity for all Agreements on one form.

4b. Refer back to Assistance Agreement document for this information.

5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

5b. Self-explanatory.

5c. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

Provide the total dollar amount of all contracts/procurements awarded this reporting period by the recipient and all sub-recipients, and SRF loan recipients. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/procurement centers).

Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include the Federal, State and local shares in the procurement awards.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what steps you are taking in furtherance of the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.

7. Name and title of official administrator or designated reporting official.

8. Signature and month, day year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**

3. Dollar value of procurement.

4. Date of award, shown as month, day, year. Date of award is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of award is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (eg., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30 and 31); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Kansas Clean Water Grant Application

Print Date: 10/21/2010 Grant Type: WRAPS
Grant Status: Pending Agreement Funding Years: 0
Grant ID: 516
Grant Title: KS WRAPS: Lower Arkansas City of Wichita Assessment & Planning (SFY11/FFY08) 2008-W001

Grant Core Information

Project Information

Sponsor Taxpayer ID (FEIN): 486000653 FEIN Suffix: 00
Name: City of Wichita
Address: 455 N Main
Unit:
PO Box:
City, State Zip: Wichita, KS 67202-

Project Contact Person:

Name: Scott Lindebak
Phone: 316-268-4545 extension:
Address: 455 N Main St.
Unit:
P.O. Box:
City, State, Zip: Wichita, KS 67202
Email: slindebak@wichita.gov

Project History:

Please describe any past WRAPS grants, grant accomplishments and load reductions achieved.

The City of Wichita received a WRAPS Development Phase grant from KDHE in 2007. The report was submitted to KDHE in April, 2010. Accomplishments in this phase include:

Outreach & Development of the River City WRAPS Stakeholder Leadership Team: Achieved through community outreach efforts that included development of a multi-page Web site, multi-media press releases, and public presentations. Community outreach efforts resulted in an initial list of more than 700 stakeholders. The resulting Leadership Team currently consists of thirty-five members representing local neighborhood groups, professional organizations, local government entities, environmental organizations and private citizens. An interim Executive Committee has been selected to direct the Leadership Team as they progress through the Assessment, Planning and Implementation phases of the WRAPS process

Identified the critical sub-watersheds: Identified by name and hydrologic unit code (HUC), watersheds located within the River City WRAPS watershed area.

The River City WRAPS SLT established the following goals:

- Continued stakeholder education and involvement are important components of the Assessment Project, particularly in an urban setting with a large and diverse population.
- Continued assessment of water resources that do not meet the water quality standard to identify and prioritize effective information and educational programs and best management practices (BMPs) that will address these issues.
- Development of watershed models that will aid in understanding the hydrology and storm water discharge characteristics of the watershed.
- Maintenance of the River City WRAPS website to facilitate stakeholder involvement

Project Scope

HUC Type: 8

HUC Code(s): 11030013;

River Basin(s): Lower Arkansas;

Watershed: Middle Arkansas-Slate;

Kansas Counties: CL,HV,KM,RN,SG,SU;

States: KS;

Other:

Please enter the public water supplies.

Maize city of
Sedgwick CO RWD 4
Longhorn Steakhouse & Saloon
Occidental chemicals corp.
Pleasures
The harbor
Prairie schooner mobile home court
Udall city of
Mulvane mobile home court
Oxford city of
Arkansas City city of

Demonstration Projects

WRAPS projects may request financial resources to implement Demonstration Projects. To qualify for financial assistance, the project must meet either the first or second guideline.

1. The project will demonstrate a new or innovative water quality protection measure or enhance an established water quality protection measure.

- * Measures shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

- * Measures shall be implemented in accordance with standards or procedures developed by a recognized authority with expertise in the subject matter (e.g. KSU Research and Extension, conservation district, professional engineer) and reviewed by KDHE.

- * An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.

- * An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.

2. The project will demonstrate an established water quality protection practice

- * Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).

- * Practice shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

- * Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.

- * An information and education component will be included to inform other stakeholders of the practice and its water quality benefits. An assessment of the effectiveness of the outreach efforts utilized shall be included.

Other:

Pollutant

UOM:

Source

LoadRedGoalText

PracticeText

Expected Completion Date:

What are the demonstration project installation milestones:

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

How will success of the Demonstration Project be determined?

What standards and/or specifications will be used to insure practice success?

Grant Management

When is the anticipated start date for this project? 12/01/2010

When will the project goals and objectives be achieved and a final project report be submitted to kdhe?

06/30/2012

How often is it necessary to report project milestones and budget reimbursements to kdhe (subject to approval by KDHE)?

Quarterly

Please understand whatever is selected will be how often you may request additional financial resources.

What is the requested advance payment if the grant is approved?

%

Signature authority contact information

Name: Scott Lindebak

Title: Stormwater Engineer

Phone: 316-268-4545

ext:

Email: slindebak@wichita.gov

Budget

Category	Grant Total	Match	Project Total
Personnel	\$0.00	\$5,000.00	\$5,000.00
Fringe benefits	\$0.00	\$0.00	\$0.00
Travel	\$3,000.00	\$0.00	\$3,000.00
Equipment purchases	\$0.00	\$0.00	\$0.00
Supplies	\$20,000.00	\$0.00	\$20,000.00
Contractual Services	\$84,500.00	\$70,000.00	\$154,500.00
Other	\$0.00	\$0.00	\$0.00
Indirect costs (not to exceed 10% of the granttotal)	\$2,500.00	\$0.00	\$2,500.00
Column totals	\$110,000.00	\$75,000.00	\$185,000.00
Required contribution: 40% or	\$73,333.33		
Actual contribution	\$75,000.00		

Budget Details

Personnel match total

\$ 5,000 - SLT community member volunteer hours used to attend monthly meetings, events, review reports - in kind match contribution

Fringe match total

None

Travel grant total

\$3,000 travel and diem expenses for staff and SLT members to attend local and State WRAPS events

Equipment purchase grant total

NONE

Supplies grant total

\$20,000 - Includes
 \$10,000 Printing costs for brochures, event posters, educational materials,
 \$1,000 misc office materials,
 \$1,000 meeting supplies,
 \$1,000 supplies to support Earth Day events, And World Water Monitoring Day events
 \$5,000 Plants and seeds, and materials used for visual display practices
 \$2,000 purchase supplies needed for River Trash Clean-up events

Contractual services grant total

\$84,500 - proposed to be used to reimburse consultants selected to perform assessment, inventory, chemical and biological monitoring on watersheds to accumulate sufficient data for watersheds that have inadequate data. A Consultant will be selected to assess and analyze the Lower Ark River watershed. The purpose of this study will be to assemble and utilize existing information to create a report that details a work plan for water quality improvement. The analysis will include the following:

- * Inventory of current and historical chemical, physical, and biotic data.
- * Listing of streams, stream classifications, and land uses within watershed.
- * Analysis of activities within the watershed that are detrimental to water quality.
- * Analysis of activities within the watershed that are beneficial to water quality.
- * The analysis of data and activities will result in a series of preliminary findings.
- * Preliminary findings will include strengths and weaknesses in available data, and recommendations to remedy weaknesses, or utilize strengths.
- * Preliminary findings will result in a Work Plan that identifies and addresses areas of concern, and the actions necessary for remedy.

Additional consultant services will be used to develop a EPA 319 nine element plan as identified in Objective 14 of this Plan.

Funds will also used to update and maintain the www.RiverCityWraps.org website

Contractual services match total

\$70,000 - a portion of the City funded storm water master planning effort for the Midtown Neighborhood in Wichita. The consultant fee for the total project is \$290,000. Part of the scope of work will be to develop a storm water quantity and quality model for the basin. We are planning to use PCSWMM software to model both water quantity and quality. This is work that is not required by the City's NPDES Permit. - City Match Contribution

Indirect Grant Total

\$2,500.00 - 2.9 % of total grant cost of \$110,000 for City Finance Department calculates to administer grant duties

Project Team Members

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Affiliation: Volunteer

GRANT ASSESSMENT AND PLANNING INFORMATION

The goal of a WRAPS Assessment and Planning Project is to characterize watershed conditions, identify needs and opportunities, and prepare a document that identifies actions necessary to achieve stakeholder-established watershed goals.

Objectives of an Assessment Project are to:

1. Providing information and education
2. Based on preliminary watershed goals, gather existing data, reports, water quality monitoring information.
3. Identify gaps in existing information and determine collect additional data or information if needed.
Design an assessment strategy and assessment scope to collect the data and information.
4. Identify causes and sources of the pollution needing control.
5. Identify the critical areas needing to be addressed.
6. Estimate the load reductions needed to achieve the water quality goal.
7. Describe water quality monitoring needs.
8. Finalize the preliminary watershed goals with the SLT and prioritize those goals.
9. For each watershed goal, identify the management objectives needed to achieve the goal.
10. For each management measure, develop targets. Identify the causes of the impairment and the sources of the pollutant. Determine the load reduction to achieve the target.
11. Develop an implementation schedule to achieve each goal. Identify the technical and financial resources needed to achieve each goal.
12. Describe interim milestones for the implementation schedule in which to measure progress.
13. Describe a monitoring plan to aid in measuring progress.
14. Complete the Watershed Restoration and Protection Strategy plan.
15. Prepare the project final report.

Objective 1 Methods: Providing information and education

Time frame for achievement 01/03/2011

Develop a Facebook and Twitter network that will provide updates and educational information on local water quality programs and projects.

- Effectiveness of this tool will be assessed using a tracking system built into the page
- This is a unique application targeting the younger demographic of the urban area
- Educational opportunities will be extended to participants
- The target area of this project will be primarily the citizens in the urban area of Wichita, but is not limited and theoretically could extend beyond the local network to outside participants in surrounding communities, states, or countries expanding the educational opportunities for all participants

Develop an interactive website that will continue to provide visitors with current applications of water quality BMP's that they could use.

- Effectiveness of this tool will be assessed using a tracking system along with an interactive blog option allowing visitors to the website opportunities to ask relevant questions.

Objective 2 Methods: Based on preliminary watershed goals, gather existing data, reports, water quality monitoring information.

Time frame for achievement 05/02/2011

This assessment will examine

- natural features,
- historical changes,
- Surrounding watershed influences on shared river systems

Assessment will use all available information that will provide detailed descriptions of afore mentioned topics, including but not limited to:

- City and County data bases
- State agency data bases
- Federal and state assessments and permits requirements
- Relevant academia data/projects
- Community involvement in relevant projects and programs
- Contracted services to compile and tabulate data/information

Objective 3 Methods: Identify gaps in existing information and determine collect additional data or information if needed.
Design an assessment strategy and assessment scope to collect the data and information.

Time frame for achievement 07/05/2011

Based on assessment data collected in Objective 2, study will identify gaps in data compilation.

The goals of this assessment plan is to start the process of determining the watershed's current condition, resources, and partners, which will lead to improvement of local water quality. Due to the complexity of an urban setting and the concentration of different water quality issues, a simple assessment and planning program is not feasible at this time with the requested funds. Through this initial assessment and educational phase, it will help to determine where the gaps are in the water quality information. It is the goal of the River City WRAPS to build upon the first assessment and educational program to focus on establishing reduction goals and complete the whole assessment of the watershed with additional funding. Some of these goals include neighborhood and homeowners association assessments, infrastructure inventory, socio economical demographics, commercial BMP assessments, land use patterns, open space inventory, local projects of significance, summary of land uses on surrounding watershed, and expanding the educational demonstrations to develop an educational video.

Objective 4 Methods: Identify causes and sources of the pollution needing control.

Time frame for achievement 09/06/2011

Results of the assessment phase will provide areas within the WRAPS boundaries providing

- What the impairments are and possible contributing sources resulting in the impairment.
- What level of monitoring has and is occurring to effectively assess the effectiveness of implemented projects

To measure the features of the natural and manmade aspects of the watershed so the RCW can identify areas of concern in the following features:

- 1) Current natural features
 - a) Terrestrial
 - (1) Prairie communities
 - (2) Wildlife
 - b) Wetlands
 - (1) Historical
 - (2) Current
 - c) Streams
 - (1) Miles
 - (2) Classification
 - d) Ponds
 - (1) Surface Acres
 - (2) Public/Private Ownership

Objective 5 Methods: Identify the critical areas needing to be addressed

Time frame for achievement 09/06/2011

Methods in the the assessment phase will provide areas within the WRAPS boundaries including the six HUC 12 watersheds within the Middle Arkansas-Slate Watershed, one HUC 10 watershed in the Gar Peace Watershed (HUC 11030010) and one HUC 10 watershed in the Little Arkansas Watershed (HUC 11030012) were identified. These sub-watersheds include:

- Gypsum Creek (HUC 110300130101);
- Headwaters Cowskin Creek (HUC 110300130102);
- Cadillac Lake/Cowskin (HUC 110300130103);
- Dry Creek-Cowskin Creek (HUC 110300130104);
- Wichita Floodway (HUC 110300120105);
- Wichita Valley Center Floodway-Arkansas River (HUC 110300130106);
- Chisholm Creek-Little Arkansas (HUC 1103001205); and,
- Big Slough-Arkansas River (HUC 1103001002).

The Assessment may uses modeling and data evaluation to determine the impairments and possible contributing sources resulting in the impairment. The project will also determine what level of monitoring has and is occurring to effectively assess the effectiveness of implemented projects

Critical Areas may include the following land use patterns that have the potential to impact water quality

Residential

- (1) Neighborhood Associations
- (2) Home Owner Associations
- (3) (Wichita Independent Homeowners Association – informational contact

Commercial

- (1) Manufacturing
- (2) Retail
- (3) Warehouse

Agricultural

Open Space

Greenways

Objective 6 Methods: Estimate the load reductions needed to achieve the water quality goal.

Time frame for achievement 09/06/2011

Results of the assessment phase will enable the project to estimate load reductions necessary to meet water quality goals. Using the results obtained from Objective 5, as well as additional studies and data collection. Chemical and biological load reductions will be evaluated to determine the best methods to achieve

Total Maximum Daily Loads Allocation

Address Groundwater Pollution Source Areas

Mitigation Septic Tank Failure Areas

Aquatic Life Criteria

Preservation or Enhancement of Threatened and Endangered Species

In addition, surrounding watersheds that contribute to the Lower Arkansas Watershed will be evaluated for the following

- i) Land uses
- ii) Incoming water quality
- iii) Land Ownership Summary (Public, Private, Commercial, etc.)

Objective 7 Methods: Describe water quality monitoring needs.

Time frame for achievement 09/06/2011

To provide an accurate picture of the historic and present water quality aspects of the surface waters within the service area, the following items will be assessed.

- 1) Historical Monitoring Data
 - a) Stream Sites
 - b) Agencies Doing Monitoring
 - c) Parameters
 - 2) Current Monitoring Data – (past 5 years)
 - a) Stream Sites
 - b) Agencies
 - c) Parameter
 - 3) Scientific Data Regarding Water Conditions
 - a) City data analysis
 - b) State data analysis
- Other data analysis

Objective 8 Methods: Finalize the preliminary watershed goals with the SLT and prioritize those goals.

Time frame for achievement 02/06/2012

Continued stakeholder education and involvement are important components of the Assessment Project, particularly in an setting with a large and diverse population and land use.
Continued assessment of water resources that do not meet the water quality standard to identify and prioritize effective information and educational programs and best management practices (BMPs) that will address these issues.
Development of a framework that will aid in understanding the hydrologic impacts
Maintenance of the River City WRAPS website to facilitate stakeholder involvement.

Objective 9 Methods: For each watershed goal, identify the management objectives needed to achieve the goal.

Time frame for achievement 02/06/2012

Continued stakeholder education and involvement are important components of the Assessment Project, particularly in an urban setting with a large and diverse population.
Website, Social Networking, Community Public Education Events
Continued assessment of water resources that do not meet the water quality standard to identify and prioritize effective information and educational programs and best management practices (BMPs) that will address these issues.
Evaluate Watershed Modeling and work with Stormwater Management Programs
Development of a watershed framework that will aid in understanding the hydrological characteristics of the watershed.
Maintenance of the River City WRAPS website to facilitate stakeholder involvement .
Evaluate volunteer vs paid services to maintain website

Objective 10 Methods: For each management measure, develop targets. Identify the causes of the impairment and the sources of the pollutant. Determine the load reduction to achieve the target.

Time frame for achievement 02/06/2012

- Continued stakeholder education and involvement are important components of the Assessment Project.....
 - o Target specific groups, topics, events that will expand citizen exposure to educational materials and group findings.
 - Website, Social networking, Community public education events
 - o Continue to expand audience base
 - Continued assessment of water resources that do not meet the water quality standards
 - o With stream segments with sufficient historical data – consider BMP practices that can be applied to the sub-watershed to help meet TMDL goals
 - o With stream segments with insufficient data – consider monitoring that will provide necessary data to address TMDL concerns in the area
 - § Establish monitoring to speed up trend setting prior to completion of Assessment and Planning Grant
 - o Prioritize TMDL's and Sub-Watersheds with data generated and compiled
 - Evaluate Watershed Modeling and work with Stormwater Management Programs
 - o Use modeling to help determine what BMP's can be used in Sub-watersheds along with data assessment results
 - o Coordinate BMP implementation with stormwater programs in the sub-watersheds
 - Development of watershed modeling that will aid in understanding the hydrology and discharge characteristics of the watershed
 - o After installation of recommended BMP's use modeling tools to assess the improvement to the watershed and the groups larger goals.
 - Maintenance of the River City WRAPS website and facilitate stakeholder involvement
- Frequent updates of new information, progress, and events for SLT members

Objective 11 Methods: Develop an implementation schedule to achieve each goal. Identify the technical and financial resources needed to achieve each goal.

Time frame for achievement 03/30/2035

The ultimate goal of the River City WRAPS group is to initiate projects and programs that will reduce pollutant loadings and establish regional partnerships to effectively lower pollutant levels so that local water bodies will no longer have impairments with TMDL limits.

Objective 12 Methods: Describe interim milestones for the implementation schedule in which to measure progress.

Time frame for achievement 03/30/2012

The establishment of sub goals that will provide incremental steps to reach the groups ultimate goal of no water bodies with TMDL limits.

- Significant reduction of pollutants of concern in specified sub-watersheds by 2015.
- o Sub-watersheds will be determined after completion of data assessment
 - 5% of private land will have BMP structures installed by 2015 on specified sub-watersheds
- A working cooperative partnership will be established with regional WRAPS group located in the Lower Arkansas River Basin by 2015

Objective 13 Methods: Describe a monitoring plan to aid in measuring progress.

Time frame for achievement 05/01/2012

Monitoring of groups goals will consist of

- Tracking installed BMP structures
 - o Private land
 - o Public land
- Tracking educational
 - o Website
 - o Tweets
 - o Programs worked
 - o Demonstration projects
- Water Quality parameters of concern
 - o Sedimentation/turbidity
 - o Nutrient loading
 - o Natural stream function – physical, biological, hydrological

Objective 14 Methods: Complete the Watershed Restoration and Protection Strategy plan.

Time frame for achievement 05/01/2012

Plan will be developed as program progresses. The Plan will include:

- 1. Identification of causes of impairment and pollutant sources or groups of similar sources that need to be controlled to achieve needed load reductions, and any other goals identified in the watershed plan.*
- 2. An estimate of the load reductions expected from management measures.*
- 3. A description of the nonpoint source management measures that will need to be implemented to achieve load reductions and a description of the critical areas in which those measures will be needed to implement the plan.*
- 4. Estimate of the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon to implement this plan.*
- 5. An information and education component used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and implementing the nonpoint source management measures that will be implemented.*
- 6. Schedule for implementing the nonpoint source management measures identified in this plan that is reasonably expeditious.*
- 7. A description of interim measurable milestones for determining whether nonpoint source management measures or other control actions are being implemented.*
- 8. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made toward attaining water quality standards.*
- 9. A monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the criteria established under item 8.*

Objective 15 Methods: Prepare the project final report.

Time frame for achievement 06/01/2012

Report including assessment and planning to meet EPA's nine element plan outline will be submitted

Stakeholder Leadership Team Information

Describe the commitment of local stakeholders in support of the project and how this will be demonstrated.

Stakeholders were selected by the online survey that was taken on the www.wichitawraps.org website. The SLT members were asked to make a commitment on line to indicate their interest in serving on the SLT team. Team members have committed to attending meetings as well as various education events that promote water quality improvements in the Lower Arkansas Watershed.

Describe the Stakeholder Leadership Team including membership, organizational structure and general operating procedures.

The RiverCity WRAPS SLT includes approximately 50 members that represent various neighborhood associations, local interest groups, local businesses, environmental consulting firms, academia, USD 259 in around Wichita. Meetings are held as often as needed. Communication is done via the webpage and e-mail. The SLT Executive Committee typically meets once per month.

Describe the process for obtaining SLT approval of this proposal.

Currently the SLT has developed an executive committee made up of five members that were voted in by the SLT members.

Stakeholder Leadership Team Members

Name: &

Title:

Phone: 316-268-4545

Role:

Affiliation: City of Wichita

Address:

Name: Brain Nelson

Title:

Phone: 316-425-5139

Role: SLT EXCOM

Affiliation: Volunteer

Address:

Wichita, Kansas

Name: Curt Van Boening

Title:

Phone: 316-644-1986

Role: Vice Chair

Affiliation: Aububon Society

Address:

Wichita, Kansas

Name: Dylan Storey

Title:

Phone: 316-268-8355

Role: SLT ExCom

Affiliation: Other

Address:

Wichita, Kansas

Name: Sarah Goertz
Title: Web marketing Specialist
Phone: 316-676-7434
Role: SLT E
Affiliation: Volunteer
Address:
Wichita, Kansas

Name: Tom Kneil
Title:
Phone: 316-744-1016
Role:
Affiliation: Arkansas River Coalition
Address:
Wichita, Kansas

Name: Vaughn Weaver
Title:
Phone: 316-207-7130
Role: Chairman
Affiliation: Citizen
Address:
Wichita, Kansas

Kansas Department of Health and Environment
Nonpoint Source Financial Assistance Agreement

Project Number: 2008-W001 Grant ID Number: 516

Project Name: KS WRAPS: Lower Arkansas City of Wichita Assessment & Planning

Cooperator: City of Wichita
455 N Main
Wichita KS 67202 FEIN: 486000653

Cooperator's Contact: Scott Lindebak Phone: (316) 268-4545

Fax: E-Mail: slindebak@wichita.gov

Grant Amount: \$110,000 U.S. EPA FFY State Fiscal Year
2008 2011

Matching Contribution: \$73,333 Grant No. Project ID
C9007405 15 264959C

Grant Period: 12/01/2010 to 06/30/12

Advance Payment: \$22,000 Reserve Amount: \$11,000

Project Officer: Scott Satterthwaite/KDHE Phone: (785) 296-5573

Subject to the attached grant conditions, the Kansas Department of Health and Environment herewith grants to the cooperator the amount of \$110,000 for the purposes of performing the project described in the project implementation plan found on Attachment 1.

Special Conditions:

The undersigned hereby is duly authorized to accept this grant offer and agrees to comply with the terms and conditions (Attachment 2) set out by this agreement. This grant offer is effective upon signature of the Secretary, Kansas Department of Health and Environment.

Carl Brewer Date
Mayor
City of Wichita

Roderick L. Bremby Date
Secretary
Kansas Department of Health and Environment

Karen Sublett, City Clerk Date



Gary Rebenstorf, Director of Law Date

**CITY OF WICHITA
City Council Meeting
November 23, 2010**

TO: Mayor and City Council Members

SUBJECT: Review by Alcohol Beverage Control of Alcohol License for a Drinking Establishment at 4805 East Harry. (District II)

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Authorize the Mayor to request review of state liquor license by the Director of Alcohol Beverage Control.

Background: Since January of 2008, the Wichita Police Department has responded to 86 calls for police services at the Drinking Establishment located at 4805 East Harry, Harry & Ollies. Of these calls, 29 were reports of battery, of which approximately 50 percent were aggravated by the use of a weapon. Additionally, seven cases involved the illegal possession of controlled substances. Lastly, the Wichita Police Department has documented approximately 50 encounters with known members of street gangs.

The establishment at this location is a threat to the public health, safety and welfare of the neighbors, as well as the patrons, of the establishment. Additionally, the premises constitute an abnormal and unreasonable drain on public resources to secure the safety of patrons, residents and businesses.

Analysis: K.S.A. 41-2651 authorizes the Director of Alcohol Beverage Control to review, upon request of the governing body, a premises licensed as a drinking establishment to determine if the license should be revoked or suspended for good cause. The evidence to be used to determine if the license should be revoked is:

- (1) A crime of violence has occurred in, on, or about the premises, arising from conduct occurring within the licensed premises.
- (2) The licensed premises and surrounding areas under relative control of the licensee constitute an abnormal and unreasonable drain on public resources to secure the safety of patrons, local residents, and businesses.
- (3) The licensed premises, including surrounding areas under relative control of the licensee, constitute a threat to public health, safety and welfare.
- (4) The governing body has filed one or more nuisance actions against the licensee or the licensed premises.
- (5) The governing body or licensee has taken all reasonable remedial steps regarding the situation.

Staff believes that, based on the ongoing gang and criminal activity, the number of violent crimes and the drain on public resources; a review by the Alcohol Beverage Control is warranted.

Financial Considerations: None.

Goal Impact: The request to review the liquor license will assist in providing a Safe and Secure Community.

Legal Considerations: The request for review and supporting documents have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize the Mayor to request Alcohol Beverage Control to review the liquor license of the drinking establishment located at 4805 East Harry.

Attachment:

Second Reading Ordinances for November 23, 2010 (first read on November 16, 2010)

Year-end Salary and Classification Ordinance Amendments.

ORDINANCE NO. 48-903

An ordinance establishing position classifications for exempt employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 48-586.

ORDINANCE NO. 48-905

An ordinance establishing position classifications for non-exempt employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 48-585.

ORDINANCE NO. 48-906

An ordinance providing for a uniform schedule of standard pay ranges for non-exempt employees of the City of Wichita, repealing Ordinance No. 48-567.

ORDINANCE NO. 48-907

An ordinance providing for a uniform schedule of standard pay ranges for exempt employees of the City of Wichita, repealing Ordinance No. 48-586.

Ordinance Amending Title 19 of the Code of the City of Wichita (City of Wichita Electrical and Elevator/Escalator Code).

ORDINANCE NO. 48-908

An ordinance amending Sections 19.04.020, 19.08.005, 19.08.020, 19.08.030, 19.08.172, 19.22.270, 19.24.090 and 19.28.090 of the code of the city of Wichita, Kansas; creating Sections 19.12.025, 19.12.166 and 19.22.170; of the code of the city of Wichita, Kansas, and repealing the originals of Sections 19.04.020, 19.08.005, 19.08.020, 19.08.030, 19.08.060, 18.08.172, 19.22.270, 19.24.090 and 19.28.090; all pertaining to the electrical code of the city of Wichita, Kansas.

SUB2010-00033 -- Plat of Casa Bella Third Addition located north of Pawnee and on the west side of 127th Street East. (District II)

ORDINANCE NO. 48-909

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.